

COUNTY OF VENTURA

800 S Victoria Ave
VENTURA CA, 93009
US

Contact

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Oracle America, Inc.

500 Oracle Parkway
Redwood Shores, CA
94065

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Recurring Services	0.00	15,400.00	0.00
Total Fees	0.00	15,400.00	0.00

Billing Frequency

Description	% of Total Due	Payment Due
Recurring Services	100%	Quarterly in arrears, beginning when access issued

Ordered Items

Recurring Services

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
B102112	LeanTaaS Reporting and Benchmarking - Operating Rooms [Mfg Part Num: LT-RB-2023v1]	12 mo	3rd Party	11	225.00	2,475.00
B102113	LeanTaaS Block Management - Operating Rooms [Mfg Part Num: LT-BM-2023v1]	12 mo	3rd Party	11	475.00	5,225.00
B102114	LeanTaaS Surgeon Access - Operating Rooms [Mfg Part Num: LT-SA-2023v1]	12 mo	3rd Party	11	550.00	6,050.00
B102115	LeanTaaS Case Scheduling - Operating Rooms [Mfg Part Num: LT-CS-2023v1]	12 mo	3rd Party	11	150.00	1,650.00
Subtotal						15,400.00

Permitted Facilities

Name	Street Address	City
COUNTY OF VENTURA	800 S Victoria Ave	VENTURA, CA, 93009 US

A. Terms of Your Order

1. Applicable Agreement

a. This order incorporates by reference the terms of the Cerner Business Agreement LA-0000011231 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

Oracle America, Inc. is acting as ordering and invoicing agent for Cerner Corporation. Your order remains between You and Cerner Corporation. All references to "Oracle", "we", "us", or "our" shall refer to Cerner Corporation. We may refer to Client as "You".

2. Fees and Payments

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

b. Fees will be invoiced in accordance with the Billing Frequency table above.

c. Oracle may increase the monthly fee for each Ordered Item identified as Licensed Software Support, Equipment support, Sublicensed Software support, Recurring Services, Transaction Services, Professional Services -- Recurring, Application Management Services, and Managed Services in the table(s) above any time following the initial 12 month term after such recurring service fees begin (but not more frequently than once in any 12 month period) by giving You 60 days prior notice of the price increase. The amount of such annual increase will equal 8%. Oracle may also increase the fees at any time during the term if an Oracle third party increases the fees to be paid by Oracle, with such increase being limited to the amount of increase in Oracle's fee to the third party.

d. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income.

e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this order.

3. Terms Applicable to Ordered Items

a. Scope of Use.

You will use the Ordered Items in this order in accordance with the Documentation and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v121523 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

If the quantity of an Ordered Item is exceeded, You agree to execute a new order setting forth the additional quantity of the item.

Where applicable, scope of use will be measured periodically by Oracle's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g., FTEs or locations), You will provide the relevant information (including records to verify the information) to Oracle at least once per year. You agree that if an event occurs that will affect Your scope of use (such as the acquisition of a new hospital or other new facility), You will notify Oracle in writing of such event no later than 30 days following the effective date of such event so that Your scope of use can be reviewed. Any additional fees due under this section will be payable within 30 days following Your receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

b. Solution Descriptions.

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on <http://www.oracle.com/contracts> on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

c. Third-Party Products and Services and Pass-Through Provisions.

Certain products and services are provided by third-party suppliers (the "Third-Party Offerings"). Third-Party Offerings You have ordered, if any, are identified with pass-through code(s) in the Ordered Items table(s) above and will be provided under the applicable terms required by the third-party supplier. Applicable pass-through terms for each supplier are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

Oracle is not liable under this order for any damages of any kind or nature related to or arising out of the Third-Party Offerings. Oracle does not warrant or provide any indemnities on Third-Party Offerings. To the extent that any third-party pass-through provisions contain liability limitations with respect to the Third-Party Offerings, such limitations state the total maximum liability of Oracle (and then only to the extent that Oracle can collect from supplier for Your benefit) and each supplier with respect to the Third-Party Offerings.

d. Shared Computing Services.

You understand that Oracle may deliver the products and services on this order in a Shared Computing Services model. The policies that govern the Shared Computing Services model are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

e. Permitted Facilities.

The Ordered Items in this order are for use by the facilities listed in the Permitted Facilities table(s) above. You may add or substitute Permitted Facilities by amending this order.

4. Recurring Services

a. Unless otherwise set forth herein, all Ordered Items identified as Recurring Services in the table(s) above begin on the date that You are issued access that enables You to activate Your Service.

5. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

6. Effective Date

a. If accepting this order electronically, the effective date of this order is the date You click to accept the order. If accepting this order via E-sign, the effective date of this order is the date You adopt and sign. If accepting this order via Download and Sign, the effective date is the date You return the document to Oracle. Otherwise, the effective date is the last signed date stated below.

7. Offer Validity

a. This offer is valid through 23-Jul-2024 and shall become binding upon execution by You and acceptance by Oracle.

B. Full Mid-Term Conversion

You agree that this order replaces and supersedes the following order/s ("Superseded Services") between the parties under Cerner Sales Order No. OPT-0233410, dated October 10, 2020, (the "Previous Services Order"):

Oppty ID	Mfg Part No.	Solution Description
OPT-0233410	HIQSA2020v1	Hospital IQ Surgeon Access
OPT-0233410	HIQPPM2020v1	Hospital IQ Periop Performance Measurement
OPT-0233410	SIINFXD2018	Hospital IQ Standard Implementation

You agree to pay any fees for Superseded Services that have accrued but which have not yet been invoiced due to a delayed billing schedule. The actual unpaid fee for the Superseded Services will be processed as of start date for the services on this order. A credit may be issued in the amount of fees paid for unused Superseded Services, if any, associated with the Previous Services Order as stated above as long as the invoices for the Previous Services Order have been paid in full. The amount of the credit associated with the Superseded Services will be processed as of the start date of this order. Except as otherwise explicitly stated herein, the terms and conditions contained in the Previous Services Order remain valid and in full force and effect. This order does not affect the total amount of fees or timing of fees due for all other items ordered under the Previous Services Order.

COUNTY OF VENTURA		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

Bill To / Ship To Contact Information

Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
COUNTY OF VENTURA	800 S Victoria Ave VENTURA, CA US 93009	Morgan Fox +1 (805) 652-5764 morgan.fox@ventura.org

Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
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