

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("CUSTOMER"), and **VVC Holding Corp., dba Virence Health Technologies** ("VHC"). CUSTOMER and VHC are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. CUSTOMER wishes to retain the services of PROVIDER for the purpose of providing Electronic Medical Record software licenses for continued use of their Practice Management system;
- B. VHC has the experience and qualifications to provide the services required by CUSTOMER; and
- C. VHC is willing to enter into this Agreement with CUSTOMER upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES, Payment for Services, and General Terms and Conditions:** See attached **Exhibit A**.
- 3. **INSURANCE:** Before approval of this Agreement by CUSTOMER, VHC must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**.
- 4. **ADDITIONAL EXHIBITS:** VHC shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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 HEALTH & HUMAN SERVICES AGENCY  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by PROVIDER and submitted to County prior to approval of agreement.</u> )
<input type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit ____</b>	[Insert name of any other exhibit needed and attach]

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Contracts Unit  
 Tulare County Health and Human  
 Services Agency  
 5957 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-713-3718

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**VVC Holding Corp.**

925 Fourth Ave., Suite 600  
 Seattle, WA 98104  
 Phone No.: 802-505-5576

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** VHC represents and warrants to CUSTOMER that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind VHC to its terms. VHC acknowledges that CUSTOMER has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 2/22/19

VVC Holding Corp.  
By [Signature]  
Print Name Stephanie Kshikawa  
Title VP Finance

Date: 2/25/19

By [Signature]  
Print Name R. S. Timmons  
Title SVP & General Counsel

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By [Signature] 3/26/19  
Deputy

Matter # 20181268

## EXHIBIT A

### LICENSE AND SERVICES AGREEMENT

This License and Services Agreement (along with all attachments, exhibits and documents attached hereto or incorporated by reference, the "Agreement") is by and between the Customer, as identified on the signature page to this Agreement, and VVC Holding Corp. ("VHC"). VHC agrees to provide and Customer agrees to pay for the Products and/or Services set forth in this Agreement, all in accordance with the terms and conditions set forth herein.

**1. Definitions.** "Product(s)" means VHC or third party equipment, hardware or Software provided by VHC to Customer pursuant to this Agreement. "Services" means Software support, or professional services provided by VHC to Customer pursuant to this Agreement. "Software" means the VHC Software and the Third Party Software and associated Documentation provided by VHC to Customer pursuant to this Agreement. "VHC Software" is software developed by VHC and identified on the Software schedule as VHC or Centricity software. "Third Party Software" is software not developed by VHC and/or identified on the Third Party schedule as such. "Documentation" means the user manuals, on-line help functions and user instructions, regarding the operation, installation and use of the Software as made available by VHC to Customer.

**2. Software License.** Subject to the license scope and other restrictions set forth in this Agreement and except as specified otherwise in the applicable quotation, VHC grants Customer a non-exclusive, non-transferable, perpetual license to use, for Customer's internal business purposes only, the Software provided hereunder to Customer. Customer may permit its employees, agents and independent contractors to use the Software consistent with this Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors. Entities over which Customer has control may use the Software only by agreeing to be bound by this Agreement and by paying any applicable license fees. Independent contractors that supply products comparable to the Software shall be provided access to the Software only if VHC has provided its prior written consent and subject to any applicable conditions required by VHC, including any conditions that VHC deems appropriate to protect confidential and proprietary information relating to the Software. Customer may make a reasonable number of copies of the Software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy.

Customer agrees to use any Third Party Software only together with the VHC Software, to protect any Third Party Software at a minimum as it does the VHC Software and to comply with all restrictions on the use of that Third Party Software included in any click or shrink wrap license or of which VHC makes Customer aware. To the extent permitted by applicable law, licensors of Third-Party Software shall be third-party beneficiaries of this Agreement with respect to products licensed to VHC by such licensors and sublicensed to Customer.

Customer agrees not to: (i) display, sublicense, transmit, distribute, rent, lease, loan, resell, provide service bureau or subscription services, sell, time share or otherwise transfer or make available the Software to any other person or entity, unless expressly provided otherwise under this Agreement; (ii) electronically transfer the Software outside the United States or outside the Customer's intranet or network dedicated for the Software, unless otherwise authorized in writing by VHC; (iii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software or reduce the Software to human-perceivable form; (iv) modify or translate the Software or create derivative works based thereon, except that to the extent applicable, the Software may be configured as specifically permitted in the Documentation; (v) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of VHC or its vendors or licensors from any media or Documentation; or (vi) release the results of any testing or benchmarking of the Software without the prior written consent of VHC.

VHC and/or its licensors, as applicable, retain all ownership and intellectual property rights to the Software. If Customer acquires any rights to the Software, Customer hereby assigns all of those rights to VHC or its licensors, as applicable. No rights are granted (whether by implied license or otherwise) to the Customer, except as expressly provided in this Agreement. If Customer is a U.S. Government agency, Customer acknowledges that the Software licensed under this Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the Software are limited to those rights applicable to Customer's as set forth herein and are binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

**3. Delivery and Go-Live.** "Delivery" means with respect to: (a) any item of VHC Software or Documentation, the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master; or (ii) delivery by VHC of the first copy or product master in person to Customer or to any location specified in writing by or on behalf of the Customer; (b) any item of hardware or Third Party Software, the delivery of the hardware or Third Party Software by VHC or the supplier of the hardware or Third Party Software to Customer or to any location specified in writing by or on behalf of the Customer; and (c) any Services, the performance of such Services by VHC. VHC reserves the right to make Delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent Deliveries. At the time of such Delivery, Customer will pay VHC for any amounts due upon Delivery.

"Go-Live" means the date Customer first uses the Software to process actual data in the operation of Customer's business (e.g. to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image).

**4. Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of ownership to hardware passes to Customer upon Delivery. Software and Documentation is licensed to Customer, but no title to or other ownership interest in such Software or Documentation passes to Customer.

**5. Installation.** VHC's professional and installation services provided or identified in the quotation will be performed in accordance with applicable VHC installation guides, project plans and/or statements of work, and are subject to the following additional provisions. Customer agrees to review the applicable installation guides, project plans and/or statements of work and perform its obligations set forth in those materials. Any professional or installation services (except for Customers annual Software Support renewal which is cancellable in accordance with Section 13) identified in the quotation are non-cancelable and are a required component of the quotation and of the overall consideration between VHC and Customer; if Customer cancels and professional or installation services, Customer is required to pay list price for any Software associated with the Agreement and to pay for any professional or installation services which have been Delivered by VHC.

- (a) Customer will prepare the location for the installation consistent with VHC's written specifications, applicable law and statements of work. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by VHC, unless agreed otherwise in writing by the parties. For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with VHC's requirements as made available to Customer. Customer will be responsible for enabling the connectivity and interoperability between Customer supplied hardware or software or other systems or devices and the Products provided by VHC, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with VHC's written specifications and applicable statements of work.
- (b) Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and that it otherwise meets VHC's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by VHC to Customer.
- (c) VHC will provide Customer with the Product(s) in the configuration as listed in the quotation. The configuration is based upon information made available to VHC at the time of contracting and based on information furnished to VHC by Customer.

## **6. Professional Services.**

**6.1 Statement of Work (SOW).** Subject expressly to Customer having adequately qualified staff and meeting its requirements in the mutually agreed upon SOW, VHC shall perform professional or installation services contracted for and provide deliverables described in a written SOW signed by the parties and use commercially reasonable efforts to do so in accordance with the delivery schedule in the SOW. VHC is responsible for the assignment of personnel to perform all such professional or installation services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW.

Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) Customer's additional responsibilities; (iv) project work scope; (v) estimated performance schedule and applicable milestones; (vi) Customer's site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; (viii) preliminary implementation plans; or (ix) key assumptions. The terms and conditions of

this Agreement shall prevail over those of the SOW. Each SOW shall constitute a separate and independent work engagement and contractual obligation. An SOW may only be modified in writing signed by authorized representatives of both parties and must be made pursuant to mutually agreed change control procedures. Changes to an SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in Customer's responsibilities.

**6.2 Ownership Rights.** VHC shall retain ownership of all deliverables (including any intellectual property embodied in the deliverables or related to them) and any intellectual property developed under an SOW or during the course of performing the Services whether or not the Services are performed by VHC alone or jointly with Customer or others. In addition, VHC shall own all improvements, enhancements and derivative works of any VHC intellectual property. Customer hereby assigns, and will cause Customer's employees and independent contractors to assign, to VHC all of Customer's rights in and to such deliverables and intellectual property. VHC grants to Customer a non-exclusive, non-transferable, non-sub-licensable license to use the deliverables solely for Customer's internal business purposes and subject to the limitations described in this Agreement and the relevant SOW. Customer agrees to provide reasonable assistance to VHC in obtaining and enforcing VHC's rights to such deliverables and intellectual property.

VHC will acquire no rights to: (i) any independently developed Customer intellectual property that is not based on or a derivative of VHC deliverables or intellectual property; or (ii) any of Customer's confidential information that may be included in any deliverable unless expressly agreed otherwise.

**6.3 Project Managers.** If required by the SOW, Customer and VHC shall each designate a project manager who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of work pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include to: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change-of-control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless VHC and Customer mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by the parties' respective organizations; (vi) help resolve project issues and escalate issues within the parties' respective organizations, as necessary; (vii) monitor and report project status on a regular basis to the respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

**7. Customer Responsibilities.** In order for VHC to perform its obligations under this Agreement (including warranty obligations), Customer agrees to:

- (a) Provide and maintain a suitable, safe and hazard-free location and environment for the Products and Services in material compliance with any written requirements provided by VHC or the applicable product vendors; perform recommended routine maintenance and operator adjustments; and ensure that any non-VHC provided service is performed by, and the Products are used by, qualified personnel in accordance with applicable user documentation.
- (b) Provide VHC prompt and unencumbered access to the Products, network cabling and communication equipment as necessary to perform Services. This access includes providing and maintaining connectivity to the Products (modem line, internet connection, virtual private network persistent access, broadband internet connection, or other secure remote access reasonably requested by VHC) to permit VHC to perform Services and meet service levels, including remote diagnostic, monitoring and repair services. VHC may separately charge Customer for a scheduled Service call where Customer does not provide such access and VHC is therefore required to schedule an additional Service call.
- (c) Provide a secure area reasonably near the Products for VHC's proprietary Service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect all VHC property against damage, loss or unauthorized access or use.
- (d) Promptly place Service calls in accordance with any reasonable VHC protocols provided to Customer, designate a Customer representative and alternate as VHC's support contacts, and provide those contacts with the necessary skills to assist VHC in the diagnosis of Service problems.

- (e) Establish and maintain security, virus protection and backup for any data, images, Software or equipment. VHC's Services do not include disaster recovery or recovery of lost data or images (unless separately contracted for with VHC). Customer's responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the Products and preventing interception of communications between VHC's service center and the Products.
- (f) Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of Products provided under this Agreement. During the term of this Agreement, Customer will take all necessary and legally required precautions for the health and safety of VHC personnel who will perform any Service at the Customer site.
- (g) If applicable, Customer is responsible for: (i) the repair, replacement or removal of any disposables, consumables, supplies, accessories or collateral equipment; (ii) the provision of or payment for any applicable rigging or facility cost; and (iii) any Service necessitated by: (A) Customer's or its representative's designs, specifications, or instructions; (B) anything external to the Products, including any causes or events beyond VHC's reasonable control; (C) product misuse; (D) combining any component of the Products with any incompatible equipment or software; or (E) Customer's relocation, additions, or changes to the Products. (h) Customer acknowledges that the Products are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the Products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which VHC delivers the Products.

**8. Testing and Acceptance.** An acceptance test for each unit or module of the VHC Software shall be initiated and conducted by Customer over a test period not to exceed thirty (30) days, commencing not later than one (1) day after VHC gives notice of implementation of the VHC Software.

Acceptance tests will be conducted using test data, preferably from Customer's historical operations, in a non-productive environment and according to test protocol to be mutually agreed upon by the parties. Customer shall be deemed to have accepted VHC Software the earlier of: (i) the expiration of the test period identified in this paragraph without VHC receiving written notice from Customer of the existence of any Errors and a detailed description of such Error(s); or (ii) upon Go-Live.

As used in this section, an "Error" is the failure of the VHC Software to perform substantially in accordance with the Documentation. Upon discovering an Error, Customer shall promptly notify VHC in writing of the Error, which notice shall include a detailed description of the Error. Upon VHC's timely receipt of Customer's written notice of Error, VHC shall promptly correct such failures identified by Customer therein.

An acceptance test for amendments or alterations provided by VHC as a result of testing may be conducted by Customer for a period of not more than five (5) days after delivery of such amendment or alteration, and the test period shall be extended for this purpose. Upon the occurrence of acceptance, all payments associated with acceptance, if any, shall be due and payable.

**9. Warranties and Remedies.**

9.1 Express Warranties. VHC makes the following express warranties to Customer:

- (a) VHC warrants that its Services will be performed by trained individuals in a professional, workman-like manner.
- (b) Except as indicated otherwise below, VHC warrants that (i) VHC has the right to license or sublicense the Software to Customer for the purposes and subject to the terms and conditions set forth herein; (ii) it has not inserted any Disabling Code into the VHC Software; (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any viruses from the VHC Software before installation of such Software; and (iv) for the ninety (90) days following the Go-Live date the VHC Software will perform substantially in accordance with the applicable Documentation.

As used herein, "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the VHC Software; provided, however, that code included in the VHC Software that prohibits use

outside of the license scope purchased for the VHC Software will not be deemed to be disabling code. The warranty period for any VHC Software or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced VHC Software.

(c) Except for the right-to-license warranty above, the above warranties do not cover equipment or Third Party Software delivered with the VHC Software. Such products are covered by the third-party manufacturer/licensor/supplier's warranties, to the extent available. VHC will use commercially reasonable efforts to pass through to Customer any third party manufacturer/licensor/supplier warranties provided to VHC by such third party manufacturers, licensors or suppliers.

9.2. No Other Warranties. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". VHC DOES NOT GUARANTEE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

9.3. Sole and Exclusive Remedies for Breach of Warranties. The remedies set forth below are Customer's sole and exclusive remedies and VHC's sole and exclusive liability for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as VHC remains willing to repair or replace defective warranted products or re-perform any non-conforming Services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim.

(a) If there is any breach of a warranty contained in Section 9.1(a) and Customer promptly notifies VHC of Customer's warranty claim during the warranty period, VHC will promptly re-perform any non-conforming Services for no charge as long as Customer provides reasonably prompt written notice to VHC.

(b) If there is any breach of a warranty contained in Section 9.1(b) and Customer promptly notifies VHC of Customer's warranty claim during the warranty period and makes the VHC Software available for Service, VHC will, at its option, with respect to the VHC Software, either correct the non-conformity or replace the applicable the VHC Software.

9.4. Limitations. VHC shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Software in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by VHC or recommended in writing by VHC; (ii) the use of the Software in a manner or environment, or for any purpose, for which VHC did not design or license it, or in violation of VHC's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Software by Customer or any third party not authorized or approved in writing by VHC. In addition, the warranties set forth above do not cover the Software to the extent it is used in any country other than the country to which VHC ships the licensed software (unless VHC expressly agrees otherwise in writing). VHC does not guarantee that the Software will operate without error or interruption. In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to the applicable Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Software in the manner described in any applicable Documentation, inadequate back-up or virus protection or any cause external to the Software or beyond VHC's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Software; and (iii) any adjustment or other normal preventative maintenance required of Customer.

## 10. EDI Services.

The following applies only to Centricity EDI Services ("EDI Services"):

10.1. EDI Software. Any software required for EDI Services is: (i) provided as part of the EDI Services; and (ii) property of VHC; Customer has no license to this software and may use it only as set forth in this Agreement and the Quotation.

10.2. Termination. On termination of the EDI Services for any reason other than an uncured material breach by VHC, Customer must immediately pay the greater of: (i) all fees due for the remainder of the EDI Services term; or (ii) the average monthly fees multiplied by the remainder of the EDI Service term. On termination for any reason, Customer must immediately return or destroy all software and materials provided by VHC.



10.3. Transactions. VHC will process electronic healthcare transactions (“Transactions”) through a mutually agreed connection format to: (i) the entity to whom or from whom VHC submits or receives Transactions for payment of medical services on Customer’s behalf (“Payer(s)”); or (ii) an entity engaged by VHC to provide EDI Services (“Service Provider”).

10.4. Reports. VHC will provide electronic access to reports listing: (i) Transactions processed or rejected by VHC or Service Providers; and (ii) status messages received from Payers or Service Providers.

10.5. Data. VHC will verify the dollar amount and number of Transactions processed by VHC, but it has no obligation to verify or inspect other information provided by Customer. Unless caused by VHC, it is not responsible for: (i) corruption, loss or mis- transmission of data; (ii) downtime or suspension of EDI Services; (iii) defective processing of Transactions; and (iv) input or re-entry of data. Customer is responsible for record keeping and Transaction backups.

10.6. Format Support. VHC will maintain formats and plug-ins and provide phone support at no additional charge. VHC may charge additional fees for any additions, modifications or customizations delivered as part of the EDI Services.

10.7. Customer Responsibilities. Customer must: (i) purchase and install systems necessary for performance of EDI Services; and (ii) authorize VHC and Service Providers to use the systems for EDI Services. If VHC or a Service Provider detects a Transaction error, it will be rejected, and Customer will promptly correct and resubmit the Transaction at its expense. Customer must obtain necessary consents in connection with its transmission process and comply with the terms in required enrollment forms from Payers and other third parties.

10.8. Suspension of Services. The EDI Services may be suspended, with prior notice, for modification or maintenance.

10.9. Customer Indemnity. In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold VHC harmless against damages that VHC becomes legally obligated to pay related to content, format, inaccuracy or incompleteness of Transaction data provided by Customer. VHC will notify Customer promptly in writing of the claim and provide assistance to Customer to perform these duties. VHC may, at its own expense, assume sole defense and control of any matter otherwise subject to Customer’s indemnification, and, in such case, Customer will cooperate with VHC in the defense.

10.10. Payment Automation Remittance with Full Mailroom Services. If Customer also purchases Payment Automation Remittance with Full Mailroom Services, Customer must: (i) lease, and VHC or Service Providers will set up and maintain, a P.O. box at a location near a VHC or Service Provider payment processing center so VHC or Service Providers can receive documents from Customer; (ii) provide enrollment information to VHC or Service Providers from its bank accounts to enable transmission of payments; and (iii) notify VHC or Service Providers of relevant changes to its banking arrangements at least 30 days before the change.

**11. Confidentiality**. VHC will treat patient information as confidential and will comply with applicable privacy laws (including any business associate agreement between the parties). Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat the Software and any technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to VHC). This provision in no way prohibits customers from discussing patient safety issues in appropriate venues. The receiving party shall have no obligations with respect to any information which: (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement; (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove; (iii) is independently developed by the receiving party and the receiving party can so prove; or (iv) is received from another source without any restriction on use or disclosure.

**12. Indemnification**. VHC will defend, indemnify and hold harmless Customer from any third-party claims brought against Customer for infringement of intellectual property rights arising from Customer’s use of the VHC Software licensed by Customer from VHC in accordance with the documentation and within the license scope granted in this Agreement. If any such claim materially interferes with Customer’s use of the VHC Software, VHC shall, at its option: (i) substitute functionally equivalent non-infringing software; (ii) modify the VHC Software so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at VHC’s expense the right to continue to use the infringing VHC Software; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year’s straight-line depreciation), for the VHC Software that gave rise to the claim. Any such claims against Customer arising from Customer’s use of the VHC Software after VHC has notified Customer to

discontinue use of such equipment and/or software and offered one (1) of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This section represents Customer's sole and exclusive remedy (and VHC's sole and exclusive liability) regarding any claim of infringement associated with the VHC manufactured equipment and/or proprietary Software and/or any use thereof. VHC shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (i) the use of such VHC Software in combination with any computer software, tools, hardware, equipment, or any other materials, or any part thereof, or services, not furnished by VHC or authorized by VHC in its documentation; (ii) the use of such VHC Software in a manner or environment, or for any purpose, for which VHC did not design or license it, or in violation of VHC's instructions on use; or (iii) any modification of such VHC Software by Customer or any third party. This indemnification obligation is expressly limited to the VHC Software purchased or licensed by Customer from VHC.

VHC will defend, indemnify and hold harmless Customer from any third-party claims brought against Customer to the extent such claims are proximately caused by the negligent act or omission of VHC and are determined by a court of competent jurisdiction to be a legal liability of VHC. Customer will defend, indemnify and hold harmless VHC from any third-party claims brought against VHC to the extent such claims are proximately caused by the negligent act or omission of Customer and are determined by a court of competent jurisdiction to be a legal liability of Customer.

VHC will defend, indemnify and hold harmless Customer from any third-party claims brought against Customer to the extent such claims are proximately caused by VHC's breach of the confidentiality obligations hereunder (including breach of any business associate agreement between the parties) and are determined by a court of competent jurisdiction to be a legal liability of VHC. Customer will defend, indemnify and hold harmless VHC from any third-party claims brought against VHC to the extent such claims are proximately caused by Customer's breach of the confidentiality obligations hereunder (including breach of any business associate agreement between the parties) and are determined by a court of competent jurisdiction to be a legal liability of Customer.

All of the above indemnification obligations are conditional upon the indemnified party providing the indemnifying party prompt written notice of the third-party claim after receipt of notice of such claim, allowing the indemnifying party to control the defense and disposition of such claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party shall not be responsible for any compromise made by the indemnified party or its agents without the indemnifying party's consent.

**13. Software Support Services.** VHC will provide to Customer the software support services for the VHC Software as described in the VHC Centricity Software Support Policy for the support period specified in the applicable quotation and for any subsequent renewal periods. Third Party Software support services are not covered under this Agreement unless specifically stated otherwise in the applicable quotation. VHC will use commercially reasonable efforts to provide telephone support or to be the initial point of contact for Third Party Software products licensed under this Agreement.

Customer's obligation to pay and VHC's obligation to provide software support services for VHC Software will automatically renew for another annual term unless either party provides sixty (60) days' prior written notice of non-renewal prior to such annual renewal. For the avoidance of doubt, Customer is not entitled to any credits, refunds or reduction in support fees for any mid-term cancellation, termination or reduction of VHC Software support services. In connection with any annual renewal of software support services, VHC may increase its annual charges for support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

If VHC announces to its customers that it will no longer offer support for an entire product or for a version module, suite or component of VHC Software then upon at least twelve (12) months' prior written notice to Customer, VHC may, at its option, remove any such item from all VHC Software support services agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.

**14. Terms of Payment.** The payment terms for the Product(s) and/or Service(s) are stated in the quotation. Customer grants VHC a purchase money security interest in all items of equipment listed in the VHC quotation until full payment is received, and Customer agrees to perform all acts and execute all documents as may be necessary to perfect VHC's security interest. Unless specified separately in the quotation, fees for Third Party Software and hardware shall be due 100% on Delivery of the applicable Software and hardware. Unless otherwise provided in the applicable quotation, professional or installation services will be provided on a time and materials basis at VHC's then-current time and materials rates and these fees shall be invoiced on a monthly basis as incurred. If installation or training is delayed by more than thirty (30) days after delivery of the products for any reason for which Customer is responsible, VHC may, at

its option, bill Customer for and Customer will pay VHC the estimated installation and/or training fees due under this agreement. Actual, reasonable travel, living and incidental project related expenses incurred in the performance of any Services, including, but not limited to, travel, meals, lodging, car rental, telecommunications and other out-of-pocket expenses are in addition to the prices and fees quoted and shall be invoiced separately as incurred.

**15. Late Payment.** Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) VHC may suspend performance under the VHC agreement at issue, including the provision of support and maintenance and/or licenses until all past due amounts are brought current. If VHC so suspends, VHC will not be responsible for the completion of planned support due to be performed during the suspension period and any Product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the maximum rate permitted by applicable law. Customer will reimburse VHC for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. VHC may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent Product shipments and Services shall be paid in full on Delivery.

If, after Delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, VHC may, upon ten (10) days' prior written notice to Customer: (a) enter upon Customer's site and remove the Products; (b) temporarily disable the Products so that they are not operational; and/or (c) suspend support and maintenance services.

**16. Taxes.** Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes (collectively, "Taxes"). Customer acknowledges and agrees it shall be responsible for the payment of any Taxes to VHC unless it otherwise timely provides VHC with a valid exemption certificate or direct pay permit. In the event VHC is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse VHC for any Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

**17. Limitation of Liability.** VHC'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO VHC'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**18. Termination.** If either party materially breaches this Agreement and the other party seeks to terminate this Agreement (including any perpetual licenses granted under the Agreement) on the basis of that breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate this Agreement (including any perpetual licenses granted under the Agreement).

**19. Relief for Breach.** Customer agrees that a violation of VHC's license, confidentiality or intellectual property rights will cause irreparable harm to VHC for which the award of money damages alone are inadequate. Customer agrees that in the event of any breach of this provision, VHC shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of and return the Software, including all copies in any media, in addition to seeking any other legal or equitable remedies available to us. This paragraph shall survive the termination of this Agreement.

## 20. Use of Data.

20.1. **Protected Health Information.** If VHC creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 (“PHI”) under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

20.2. **Data Rights.** VHC and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information (“Source Data”) to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of VHC’s products, software and services. VHC will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to VHC’s and its subcontractors’ use, analysis, research and/or development of the Source Data.

21. **Audit Rights.** If an audit uncovers underpaid or unpaid fees owed to VHC, Customer agrees to pay those fees and VHC’s costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, VHC may terminate Customer’s license to use the applicable Software. Customer agrees to permit VHC to obtain certain reasonable information regarding the users and other use information regarding the Software. All of such information shall be treated as confidential information, shall be used solely for the purposes of technical support and auditing the use of the Software, and shall not be disclosed to any third party (other than vendors of Third Party Software licensed to Customer under this Agreement) without Customer’s consent.

22. **Governing Law; Disputes.** The law of the state of California will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

23. **Force Majeure.** Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

24. **Record Retention.** If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, subsections (i) and (ii) of Section 1861(v)(1)(I) are made a part hereof. If applicable, VHC will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the contracts, books, documents and records to the persons, upon the requests, and for the periods of time as required by such subsections.

25. **Cost Reporting.** Customer will (i) fully and accurately account for, and report in any applicable cost reports or otherwise fully disclose to government program payors and accurately reflect where and as appropriate to the applicable reimbursement methodology; and (ii) provide information upon request by federal or state agencies concerning, all services and other items, including any discounts, received from VHC under this agreement in compliance with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

26. **Medical Diagnosis, Treatment and Billing.** Customer acknowledges and agrees that all clinical and medical treatment, diagnostic decisions and billing decisions are the responsibility of Customer and its professional healthcare providers or billing specialists. The Software does not make clinical or other decisions (such as narrative conditions, coded diagnosis, submission of claims) and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment to the information presented by the Software. Although VHC and its third-party vendors have used reasonable care in obtaining information from sources believed to be reliable, Customer acknowledges that it is Customer’s obligation to be informed about any changes in billing rules and regulations or to clinical information or guidelines that may not be reflected in the Software. The absence of an alert or warning for a given course of treatment, drug or drug combination should not be construed to indicate that the treatment, drug or drug combination is safe, appropriate or effective for any given patient.

27. **Affiliate Billing.** If Customer’s order includes products manufactured by more than one (1) VHC affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the quotation attributable to its products, under the same payment terms specified in the quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

**28. Contract Formation.** In the event of conflict between the terms and conditions contained herein and the terms and conditions in the quotation, the terms and conditions in the quotation shall prevail. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on VHC unless hereafter made in writing and signed by VHC's authorized representative. Customer is hereby notified of VHC's objection to any terms inconsistent with this Agreement and to any other terms proposed by Customer in accepting this Agreement. Neither VHC's subsequent lack of objection to any such terms, nor the delivery of the Products or Services, shall constitute an agreement by VHC to any such terms.

**29. Assignment; Use of Subcontractors.** Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of VHC, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a VHC competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agrees, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. VHC may hire subcontractors to perform work under this Agreement; provided, however, that VHC will at all times remain responsible for the performance of its obligations and duties under this Agreement.

**30. Compliance with Laws.** Customer and VHC will comply with all federal, state and local laws applicable to them in the performance of their obligations under this Agreement.

**31. Excluded Provider.** Upon the execution of this Agreement, VHC represents that, to its knowledge, neither it nor its employees performing Services under this Agreement have been excluded from participation in any federal healthcare program. In the event an employee performing Services under this Agreement is excluded, VHC will replace such employee within a commercially reasonable time. In the event VHC is excluded, the Customer may terminate this Agreement upon written notice to VHC.

**32. Notices.** Except as otherwise provided herein, all notices shall be in writing and shall be deemed to be delivered when received if sent by certified mail, postage prepaid, return receipt requested, by nationally recognized overnight courier, or by fax. All notices (and delivery of Products) shall be directed to the parties at the following respective addresses set forth below or to such other address as either party may, from time to time, designate by notice to the other party.

**33. Amendment; Waiver; Survival.** This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (for example, without limitation, the limitation of liability, ownership rights, warranty disclaimers and confidentiality provisions included herein) will continue in full force and effect after its expiration.

Each party has caused this Agreement to be executed by its duly authorized representative as of the date set forth below. By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) or on any terms and conditions attached hereto will be void.

**IMPORTANT CUSTOMER ACTION:**

If you are financing this arrangement, please indicate below. By signing below **without** checking the financing option you are indicating a cash payment method for this arrangement.

\_\_\_\_\_ Third-Party Lease (Please identify finance company) \_\_\_\_\_

VVC Holding Corp.

CUSTOMER NAME: COUNTY OF TULARE

Signature: Stephanie Ishikawa

Signature: \_\_\_\_\_

Print Name: Stephanie Ishikawa

Print Name: \_\_\_\_\_

Title: VP Finance

Title: \_\_\_\_\_

Date: 2/22/19

Date: \_\_\_\_\_

**ADDENDUM A  
QUOTATION**

Proposal To

***COUNTY OF TULARE***

Customer Number:

Proposal Expiration Date: 3/29/2019

**Bill To Customer**

Customer Name: COUNTY OF TULARE  
Contact Name: Alicia Beal  
Address: 5957 S MOONEY BLVD  
City,State Zip Code: VISALIA, CA 93277-9394  
Phone: (559) 636-4861  
Email: abeal@co.tulare.ca.us

**End User Customer**

Customer Name: COUNTY OF TULARE  
Contact Name: Alicia Beal  
Address: 5957 S MOONEY BLVD  
City,State Zip Code: VISALIA, CA 93277-9394  
Phone: (559) 636-4861  
Email: abeal@co.tulare.ca.us

**COUNTY OF TULARE**

February 15, 2019

***Investment Summary***

<b>Annual Support and Maintenance</b>	<b>\$6,620.10</b>
<b>Monthly Subscription Fee</b>	<b>\$11,075.00</b>



**COUNTY OF TULARE**

February 15, 2019

*Support and Maintenance Services Schedule*

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	CRPDM	<b>CENTRICITY PM CRYSTAL REPORTS ANNUAL SUPPORT</b>	\$60.00	\$60.00
1	2547	<b>Encounter Form Editor Annual Support-Standard</b> Encounter Form Editor Annual Support - Standard (per Designated Individual)	\$999.96	\$999.96
7	2016523-002	<b>ANNUAL INFOSCAN FORMULARY DATABASE (OTHER PROVIDER)</b> Annual InfoScan Formulary Database (Other Provider)	\$138.72	\$971.04
18	2016523-001	<b>ANNUAL INFOSCAN FORMULARY DB (PROVIDER)</b> Annual InfoScan Formulary DB (Provider)	\$240.77	\$4,333.86
1	2080564-027	<b>CQR Interface Package (11-20 MD) Annual Support</b> Clinical Quality Reporting Interface Package Annual Support for 11-20 physicians	\$255.24	\$255.24
<b>Total Support and Maintenance Services</b>				<b>\$6,620.10</b>

**Footnotes:**

1. The term of Maintenance and Support hereto shall commence on July 1, 2018 and continue until 11:59 PM on June 30, 2021 for a 36 month term ("Term"). During the term of a customer's maintenance and support contract, Customer may request termination of maintenance and support on any of their licenses by notifying VHC of the change. Upon receipt of Customer's written notification, VHC will deactivate the license or licenses, which will terminate maintenance and support on those license or licenses. Because maintenance and support are provided during the entire term, no credits or refunds are issued on deactivated licenses for the remaining months of the term. Maintenance and support on deactivated licenses will not be renewed or billed at the annual contract renewal date, provided customer notifies VHC of license deactivation at least (sixty) 60 days prior to annual contract renewal date.

COUNTY OF TULARE

February 15, 2019

Hosting and/or Subscription Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
18	2109862-001	CENTRICITY PRACTICE SOLUTION PKG/PROV/MONTH [1] Core-level Financial Management and Care Delivery capabilities designed for primary care customers. Per Provider Per Month.	\$499.00	\$8,982.00
7	V000000003	CENTRICITY PRACTICE SOLUTION PKG/OTH PROV/MONTH [1] Core-level Financial Management and Care Delivery capabilities designed for primary care customers. Per Other Provider Per Month.	\$299.00	\$2,093.00
<b>Total Hosting and/or Subscription</b>				<b>\$11,075.00</b>

**Footnotes:**

I. DELIVERY AND PAYMENT TERMS FOR MONTHLY SUBSCRIPTION FEE: The term commences July 1, 2018 and continues until 11:59 PM on June 30, 2021 ("Subscription Term"). If the Installation Date is before the 15th of the month a full month will be invoiced. If the installation date is after the 15th of the month a half of a month will be invoiced. Upon expiration of the Subscription Term, the subscription term shall automatically renew for additional successive annual term(s) (each a "Renewal Subscription Term" and collectively, with the Subscription Term, the "Term") unless either party provides the other with written notice of non-renewal at least sixty (60) days' prior to the respective renewal date. For clarity, if Customer stops using the licensed software during a Term, Customer shall still be obligated to pay the remaining annual subscription fees set forth herein for the remainder of said Term. The monthly subscription services fees identified in this Schedule do not include any professional services as those services fees are priced separately. VHC may increase the subscription services fees for each Renewal Subscription Term, provided that such VHC increase is no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average. "Installation Date" means the day that VHC notifies Customer that the subscription services are available for use.

COUNTY OF TULARE

October 5, 2018

Payment Schedule

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<u>Milestone Event/Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>
<b>JULY 1st, 2018</b>			
CENTRICITY PM CRYSTAL REPORTS ANNUAL SUPPORT	100%	See Maint. Schedule	
Encounter Form Editor Annual support-Standard	100%	See Maint. Schedule	
ANNUAL INFOSCAN FORMULARY DATABASE (OTHER PROVIDER)	100%	See Maint. Schedule	
ANNUAL INFOSCAN FORMULARY DB (PROVIDER)	100%	See Maint. Schedule	
CQR Interface Package (11-20 MD) Annual Support	100%	See Maint. Schedule	
CENTRICITY PRACTICE SOLUTION PKG/PROV/MONTH	100%		\$8,982.00
CENTRICITY PRACTICE SOLUTION PKG/OTH PROV/MONTH	100%		\$2,093.00
<b>Total JULY, 2018</b>		<b>\$0.00</b>	<b>\$11,075.00</b>
<b>Total One Time Investment</b>			<b>\$11,075.00</b>

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**Footnotes:**

1. Payments are due upon the events specified above.
2. Late fees shall accrue on all amounts not paid within forty-five (45) days of invoice date.
3. Customer agrees to pay all shipping, handling and insurance costs which will be billed as incurred.
4. Maintenance/Support is a recurring charge, which will begin at the listed event.
5. Completion of milestone for any component within the Centricity Practice Solutions Suite constitutes completion of that milestone for the respective suite in its entirety.

**EXHIBIT B**  
**VVC HOLDING CORP.**  
**INSURANCE REQUIREMENTS**

PROVIDER shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the PROVIDER, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the PROVIDER's profession and work hereunder, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber Liability coverage appropriate to the PROVIDER'S profession and work hereunder.

B. Specific Provisions of the Certificate

If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager. The COUNTY reserves the right to modify these requirements at any time based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the PROVIDER shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.