

QUOTATION

SAN BERNARDINO COUNTY

ORDER Q-268029

OPERATING UNIT athenaPractice

SALES REPRESENTATIVE Johnny Etheridge

QUOTATION

This Quotation, including the Quotation Terms and Conditions and all schedules attached hereto (this "**QUOTATION**") is between VVC Holding LLC ("**Virence**"), on its own behalf and as successor in interest to GE Healthcare or one of GE Healthcare's affiliated entities, and the customer named below ("**Customer**") and will become effective as of the date countersigned by Virence below. The terms of this Quotation amend and supplement the Agreement (as defined below) and in the event of any conflict or inconsistency between the applicable terms of the Agreement and the terms of this Quotation, the terms of this Quotation shall govern and control with respect to the subject matter herein; otherwise, all provisions of the Agreement remain in full force and effect.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Quotation (except completion of the signature blocks below) 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)_____

CUSTOMER NAME:
SAN BERNARDINO COUNTY

VVC HOLDING LLC

Signature:

Signature:

Name:
Dawn Rowe

Name:
Tim Kelley

Title:
Chair, Board of Supervisors

Title:
ED, Sales

Date:

Date:

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Quotation Terms and Conditions

1. Definitions. Unless otherwise set forth below, all capitalized terms used in this Quotation have the definitions given in the Agreement.

"Agreement" means the license and/or services agreement between Virence and Customer, governing the sale of computer equipment and/or hardware, the licensing of Software, and/or the delivery of Services by Virence, including the Virence Supplemental Terms set forth at virencehealth.com/virencesupplementalterms. If the parties have not executed a written license and/or service agreement prior to execution of this Quotation, then Virence and Customer shall be bound by the terms set forth at: athenahealth.com/VirenceLicenseTerms.

"Milestone Event" means the milestone event set forth in the Payment Schedule of the Quotation for each applicable Product and/or Service, each as defined below.

2. Suppliers' Terms. Hardware, equipment and Third Party Software may be covered by the third-party manufacturer/licensor/supplier's warranties, to the extent available. Virence will use commercially reasonable efforts to pass through to Customer any such third party manufacturer/licensor/supplier warranty provided to Virence by such third party, provided that any such warranty shall only be valid if such warranty is explicitly set forth in the applicable Quotation. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, HAVE BEEN MADE BY VIRENCE AS TO ANY THIRD PARTY SOFTWARE, EQUIPMENT OR HARDWARE. Any Hardware set forth in the Quotation shall be non-returnable and non-cancellable.

3. Fees and Payment.

a. The full amount of the price for each item listed on the Quotation shall be due and payable upon the applicable Milestone Events.

b. Virence may pass through any price increases which are outside of Virence's control including, without limitation price increases caused by government-imposed access fees, fees resulting from changes in regulation or statute, fees imposed by third party service providers or intermediaries and Customer agrees to such increases.

c. If Customer needs additional services and/or products in addition to those set forth in this Quotation, Customer may purchase such additional services and/or products by signing a new quotation or similar document with Virence at then-current rates.

d. Rescheduling requests for any professional services engagement must be received in writing in accordance with the notice provision set forth in the Agreement in advance of the scheduled session as follows: (i) onsite service visits require at least thirty (30) days prior notification and (ii) remote scheduled sessions require at least two (2) business days prior notification. Failure to provide such notice in the manner stated above may result in a rescheduling fee of \$1,200 for onsite service visits or \$200 for remote scheduled sessions and will require payment in full of all non-refundable travel and expenses incurred by Virence.

e. Except as otherwise set forth in the Agreement, Customer shall pay all invoices it receives from Virence within 30 days from the date of each such invoice. Virence may impose a late charge equal to the maximum rate permitted by applicable law, each month on all amounts overdue beyond 15 days, but this charge will not waive or extend any obligation of Customer to make payments when due.

f. Prices do not include sales, use, gross receipts, excise, valued-added, services or any similar transaction or consumption taxes ("**Taxes**"). Customer acknowledges and agrees it shall be responsible for the payment of any such Taxes to Virence unless it otherwise timely provides Virence with a valid exemption certificate or direct pay permit. In the event Virence is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse Virence for any such 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. Taxes, if applicable, are subject to correction. If no amount is shown, Taxes, if applicable, will be invoiced upon determination.

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4. Support and Maintenance. The initial term of Maintenance and Support Services shall commence upon the Milestone Event and shall continue for one year from the Milestone Event (the "**Initial Support Term**") and shall automatically renew for additional consecutive one-year terms (each, a "**Renewal Support Term**" and, together with the Initial Support Term, the "**Support Term**") unless either party provides sixty (60) days' prior written notice of nonrenewal prior to the end of the then-current Support Term. The annual fees for the Initial Support Term shall be invoiced upon the Milestone Event and the annual fees for any Renewal Support Term will be invoiced upon the commencement of each such Renewal Support Term. During the Support Term Customer may request non-renewal of Maintenance and Support on any of its licenses by notifying Virence as set forth above in this Section 4. Following Virence's receipt of Customer's written notification, upon the completion of the then-current Support Term Virence will deactivate the license(s), which will terminate Maintenance and Support on such license(s). No credits or refunds will be issued for terminated/deactivated license(s) for the remaining months of the then-current Support Term.

5. Miscellaneous Terms. The Quotation documents attached hereto are hereby expressly incorporated into this Quotation by reference. No other documents or writings (including but not limited to, any terms and/or conditions contained in or attached to Customer's purchase orders, shipping forms or other similar documents) shall be considered a part of this Quotation. If Customer elects to install only some components or units of a module of Software, Customer shall not be entitled to any refund or credit for any uninstalled components or units. Credits or additional charges, as appropriate, are shown on the Quotation.

6. Milestone Events. To the extent Customer purchases a bundle or suite of services, completion of the Milestone Event for any component within the bundle or suite constitutes completion of that Milestone Event in its entirety.

"Delivery" means, with respect to any (A) item of Virence Software provided hereunder, 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 Virence of the first copy or product master in person to Customer or to any common carrier or delivery service for transport to Customer; (B) item of hardware or Third Party Software the delivery of such hardware or Third Party Software by Virence or the supplier of the hardware or Third Party Software to a common carrier for transport to Customer or to any location specified in writing by or on behalf of Customer; or (C) Services, the performance of such Services by Virence or its subcontractors. Unless otherwise identified in the Quotation, shipping terms are FOB Destination (as defined in the Uniform Commercial Code). Title and risk of ownership to hardware passes to Customer upon Delivery. Virence 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 Virence for any amounts due upon Delivery.

"Installation" means the date of issuance of the keys that enable the use of the Software.

"Live" means the date the Software is ready for use in a production environment or completion of the services (for services provided subsequent to the Live date). With respect to EDI Services, **"Live"** means (a) for new installations, first use of EDI Services by Customer to process actual data in the operation of Customer's business; or (b) for existing live installations, the date the Quotation is signed by the parties. With respect to DenialsIQ, **"Live"** means the date upon which Virence provides to Customer the user authentication credentials enabling Customer to access the DenialsIQ service.

"Provisioning Date" means the date the hosted or on-premise environment has been built, i.e., provisioned, and Customer has access to the Software for testing and/or configuration work has been provided.

7. Payment Defined Terms. The following terms only apply in the event Customer purchases a Product or Service based on a per user/provider/individual fee as set forth in this Quotation:

"Concurrent Users" means the maximum number of users (where one (1) session equals one (1) user) permitted to simultaneously access the applicable Software and/or receive Support and Maintenance at a given point in time.

"Designated Individual" is defined as a particular individual who has been identified by name and user authorization ID, regardless of whether the individual is actively using the Software at any given time. Designated Individual licenses must be purchased for every individual authorized to use the Software.

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"Other Provider" means any provider (other than Providers, as defined below) designated by the Software as a billable provider of health care services, including nurse practitioners, physical therapists, physician assistants, and other non-physician billable providers of healthcare services authorized to use the Software and/or receive Support and Maintenance. Other Provider licenses are purchased for the maximum number of billable Other Providers authorized to use the Software and/or receive Support and Maintenance.

"Part Time Provider" means a billable Provider or billable Other Provider that works less than 18 hours per week.

"Provider" means any physician or resident (which includes, but is not limited to, doctor of medicine, doctor of osteopathy, doctor of dental science and doctor of psychiatric medicine) authorized to use the applicable Software and/or receive Support and Maintenance. Provider licenses are purchased for the maximum number of billable Providers authorized to use the Software and/or receive Support and Maintenance.

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"Certified Virence Products" means the athenaFlow or athenaPractice products, as applicable, certified to ONC or an ONC-ACB as part of the ONC Health IT Certification Program.

21st Century Cures Act Communications Rule Requirements. To the extent Customer purchases Virence Certified Products, the following terms shall apply:

- a. Notwithstanding anything to the contrary in the Agreement, Customer may make a communication for any of the following purposes about (a) the usability of Virence Certified Products, (b) the interoperability of Virence Certified Products, (c) the security of Virence Certified Products, (d) relevant information regarding users' experience with Virence Certified Products, (e) Virence's business practices related to exchanging electronic health information (as defined at 45 C.F.R. § 171.102), or (f) the manner in which a user of Virence Certified Products has used the technology:
- (1) making a disclosure required by law;
 - (2) communicating information about adverse events, hazards, and other unsafe conditions to government agencies, health care accreditation organizations, and patient safety organizations;
 - (3) communicating information about cybersecurity threats and incidents to government agencies;
 - (4) communicating information about information blocking and other unlawful practices to government agencies; or
 - (5) communicating information about Virence's failure to comply with a Condition of Certification requirement or other requirement of 45 C.F.R. Part 170 to the Office of the National Coordinator for Health IT ("ONC") or an ONC-Authorized Certification Body.
- b. Customer shall not disclose Confidential Information about non-user facing aspects of Virence Certified Products. Customer shall not disclose Virence's or a third party's intellectual property existing in Virence Certified Products, except that Customer may publicly display a portion of Virence Certified Products that is subject to copyright protection where such display would reasonably constitute "fair use" of Virence Certified Products, as provided by 45 C.F.R. § 170.403(a)(2)(ii)(C), and the display concerns one or more of the six subject areas set forth in Section a.(1)-(5).
- c. If Customer discloses a screenshot or video of Virence Certified Products which contains Confidential Information, Customer shall (x) not alter the screenshots or video, except to annotate the screenshots or video or resize the screenshots or video; (y) limit the sharing of screenshots to the relevant number of screenshots needed to communicate about Virence Certified Products regarding one or more of the six subject areas set forth in Section (1)-(5); and (z) limit the sharing of video to (1) the relevant amount of video needed to communicate about Virence Certified Products regarding one or more of the six subject areas set forth in Sections a. (1)-(5), and (2) only videos that address temporal matters that cannot be communicated through screenshots or other forms of communication. For the avoidance of doubt, this Agreement shall not be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification set forth at 45 C.F.R. 170.403(a).

Additional Terms

- a. If Virence announces to its customers that it will no longer offer support for an entire Product or Service, or for a version module, suite or component of Products or Services, then upon at least twelve (12) months' prior written notice to Customer, Virence may, at its option, remove any such item from all Virence support services agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.
- b. Except as otherwise set forth in the Agreement, on or around each 12-month period for any Product or Service under this Quotation, Virence may increase the fees hereunder automatically 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).

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Quotation Expiration Date: 12/31/2024

Bill To Customer

Customer Name: SAN BERNARDINO COUNTY
Contact Name: Raul Fierros
Address: 451 E. Vanderbilt Way, Ste 200
City, State, Zip Code: SAN BERNARDINO, CA 92408
Phone: (909) 387-9140
Email: rfierros@dph.sbcounty.gov

End User Customer

Customer Name: SAN BERNARDINO COUNTY
Contact Name: Raul Fierros
Address: 451 E. Vanderbilt Way, Ste 200
City, State, Zip Code: SAN BERNARDINO, CA 92408
Phone: (909) 387-9140
Email: rfierros@dph.sbcounty.gov

Sales Representative: Johnny Etheridge
Phone:
Email: jetheridge@athenahealth.com

Investment Summary

	Fee	Monthly Fee	Annual Fee
Software Schedule Total	\$0.00	\$0.00	\$0.00
Support and Maintenance Schedule Total	\$0.00	\$0.00	\$236,293.20
Subscription/Hosting Schedule Total	\$0.00	\$5,968.71	\$96,666.37

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Software Schedule

Description	Part #	QTY	Type	Net Selling Price
INTERFACE UTILITY - HEALTHCARE CONNECTIONS ADD-ON (PER DB) Milbrook Interface Kit (MIK) and Linklogic Interface Engine	V000000179	1	Fee	\$0.00
EMR LINKLOGIC - HEALTHCARE CONNECTIONS ADD-ON (PER DB) LinkLogic Interface Engine	V000000180	1	Fee	\$0.00

Footnotes

1. Software will be shipped or electronically delivered immediately upon receipt of a signed Quotation.
2. Each party hereby intends and agrees that the terms contained in the Agreement, including this Quotation, related to the content and manner of a request for access, exchange, or use of electronic health information (as defined at 45 C.F.R. § 171.102), including any and all terms related to fees, reflect the parties' mutual agreement (in an arms' length transaction without any coercion) and meet the "content" and "manner requested" conditions of the Content and Manner Exception set forth at 45 C.F.R. § 171.301.

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Support and Maintenance Schedule

Description	Part #	QTY	Type	Net Selling Price
athenaPractice (EMR/PM) Annual Spt. Std.(Conc)	2033412-001	190	Annual Fee	\$176,059.70
Standard coverage is 7am to 7pm Central time				
CCCQE Form Set Annual Support (Concurrent)	2017193-001	190	Annual Fee	\$13,163.20
FQHC ENHANCEMENTS SOFTWARE ANNUAL SUPPORT (PER CONCURRENT US	04-150-CHC-ADDL	190	Annual Fee	\$19,685.90
CHC Enhancement Software Annual Support (Each Additional Concurrent User)				
VISANALYTICS: REPORTING ANNUAL SUPPORT (PER CONCURRENT USER	04-540-VRC	190	Annual Fee	\$14,196.80
VisAnalytics: Reporting Annual Support (per concurrent user)				
GENERAL INTERFACE ENGINE PACKAGE: 5 CH BLOCK (21-35 MD) SSA	2078881-001	1	Annual Fee	\$2,969.88
BASE IMMUNIZATION EXPORT PACKAGE (21-35 MD) SSA	2078949-001	1	Annual Fee	\$1,823.74
SQL Platform				
CQR Interface Package (21-35 MD) Annual Support	2080564-028	1	Annual Fee	\$311.79
Clinical Quality Reporting Interface Package Annual Support for 21-35 physicians				
VISUAL FORM EDITOR - NO ASP/HOSTING RIGHTS	VFE_CLINICAL_LIC 3		Annual Fee	\$4,585.23
Annual Recurring Designated Individual License for Visual Form Editor - Customer with no ASP/Hosting Rights				
CHC BI-DIR INTERFACE ENGINE ANNUAL SUPPORT	04-100-INT	1	Annual Fee	\$1,039.29
CHC Bi-Dir Interface Engine Annual Support				
CHC BI-DIR INTERFACE ENG ANNUAL SUPP-ADDL CHAN	04-101-INT	1	Annual Fee	\$623.58
CHC Bi-Directional Interface Engine Annual Support - Additional Channel				
VISFORMS AUTHOR ENGINE ANNUAL SUPPORT (PER DATABASE)	04-600-VFD	1	Annual Fee	\$1,222.73

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Description	Part #	QTY	Type	Net Selling Price
VISFORMS ENGINE MAINTENANCE AND SUPPORT (RUNTIME LICENSE)				
VISFORMS FORM MAINTENANCE AND SUPPORT	04-640-VFF	1	Annual Fee	\$611.36

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Subscription and/or Hosting Schedule

Description	Part #	QTY	Type	Net Selling Price
HEALTHCARE CONNECTIONS (21-50 MD) MONTHLY FEE	2104917-001	1	Monthly Fee	\$1,680.00

The Healthcare Connections Monthly Subscription Fee includes up to 930,000 messages per month per customer.

Medication Mgmt Advanced Annual Fee (Per Provider)	V000000215	43	Annual Fee	\$25,372.15
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Medication Management Advanced Bundle includes ePrescribing, Electronic Prescribing for Controlled Substances (EPCS), Medication History (MedHx), Electronic Prior Authorization, Patient Advisor, SmartSuite Service and Prescription Drug Monitoring Services (PDMP) Basic License and Gateway Report (One State). Licensed Per Provider. Additional State PDMP Programs will be quoted separately Per State/Per Provider.

VISANALYTICS DASHBOARD SERVER LICENSE (PER USER)	02-500-DFY	1	Annual Fee	\$1,222.68
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VisAnalytics Dashboard Server License (per user)

VISANALYTICS DASHBOARDS ANNUAL SUBSCRIPTION (PER USER)	02-510-DAS	30	Annual Fee	\$23,843.10
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VisAnalytics Dashboards Annual Subscription (per user)

Patient Portal & Direct Messenger (per provider annually)	EZACCESSPLUS	43	Annual Fee	\$46,228.44
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- ezAccess - a comprehensive patient portal that can be deployed as an all-in-one or module-based solution to meet the practice's needs. It has many patient facing capabilities (appointment scheduling, refill requests, secure messaging, check-in, patient surveys)
- ezDirect - allows providers and staff to securely send and receive data using direct messaging. A practice can automate sending of chart notes, orders, clinical visit summaries, transition of cares and various clinical data
- ezReminders – emails and secure message only are included (phone calls & texts are priced separately as EZREMCALL and EZREMTXT)
- ezPay – ability to collect payments (both patient and clinic side) (Electronic/Paper statements have transaction-based fee and are priced separately as EZSTATEMENT)
- ezBooking – enable new and existing patients to check availability and schedule appointments with the provider of choice

ezReminder text fee (per text)	EZREMTXT	1	Monthly Fee	\$0.15
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Quantity is an illustrative example and monthly service fee billed will be based on actual number of transactions in a given calendar month. Texts over a 160 character limit will be charged as multiple messages.

ezReminder call reminder fee (per reminder)	EZREMCALL	1	Monthly Fee	\$0.15
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Description	Part #	QTY	Type	Net Selling Price
Quantity is an illustrative example and monthly service fee billed will be based on actual number of transactions in a given calendar month.				
CHS UPGRADE ASSURANCE w/ aPractice ADDITIONAL DB (PER MONTH)	02-325-UAH	1	Monthly Fee	\$1,424.25
Upgrade Assurance for (1) Additional Database. Requires Part Number: 02-320-UAH.				
CHS UPGRADE ASSURANCE w/ aPractice (PER MONTH)	02-320-UAH	1	Monthly Fee	\$2,864.16
Upgrade Assurance for Production and Test Database.				

Footnotes

1. Notwithstanding anything to the contrary set forth in this Quotation or the Agreement, with respect to the parts set forth on this Subscription and/or Hosting Schedule (the "Subscription Parts"), the term commences upon the first Milestone Event for any Subscription Part as set forth in the payment schedule of this Quotation and continues for a 12-month period ("Initial Term") and will automatically renew for additional consecutive annual term(s) unless either party provides the other with written notice of non-renewal at least sixty (60) days prior to the renewal date (each, a "Renewal Term" and, together with the Initial Term, the "Term"). With respect to each Subscription Part, if the applicable Milestone Event is on or before the 15th of the month a full month will be invoiced. If the applicable Milestone Event is after the 15th of the month, invoicing will begin the 1st of the next month. If Customer stops using any Subscription Parts during the Term, Customer is obligated to pay the remaining fees set forth in this Quotation for the remainder of the Term. For the avoidance of doubt, such monthly fees do not include any professional services as those services are priced separately. Ancillary Services will be coterminous with the primary Term. "Ancillary Services" are subscription add-ons to the primary subscription in this schedule. Notwithstanding anything to the contrary set forth in the Agreement or this Quotation, if Customer has previously purchased support and maintenance and/or an underlying subscription under the Agreement ("Existing Support"), the Subscription and/or Hosting part(s) set forth in this Quotation will be coterminous with the term of the Existing Support (i.e., the term of the Subscription parts(s) will begin on the applicable Milestone Event set forth in this Quotation and end on the same day as the termination or expiration of the Existing Support).

2. THIS FOOTNOTE APPLIES TO UPGRADE ASSURANCE. If and when available during each 12-month period of the Subscription Term, Customer may receive up to one (1) full version upgrade on a production and test environment (if applicable), up to three (3) service pack upgrades and monthly knowledge base updates. Test upgrades shall be completed during normal business hours only. Additionally, if and when available during each 12-month period of the Subscription Term, Customer may receive up to four (4) upgrades for Community Health Enhancements products (delivered quarterly), up to six (6) EDI upgrades, and up to one (1) update for federal poverty guidelines and dental billing codes. Unused upgrades expire at the end of each 12-month period and do not rollover to the following 12-month period or any renewal term. Customer is not entitled to any credits for any unused upgrades. From time to time, Virence may require additional consulting and project management services hours for upgrades, which shall be contracted for separately. Additionally, if Customer requires additional full version upgrades, service pack upgrades, or products beyond those stated herein, then Customer and Virence must enter into a change order or similar written document executed by both parties setting forth such upgrades or products and applicable fees.

3. THE FOLLOWING FOOTNOTE APPLIES TO THE MED MANAGEMENT PART SET FORTH IN THIS SCHEDULE: (A) If Customer previously purchased and has an active agreement with Virence for EPCS, e-prescribing, e-Rx, medication management, EMPA, or Hosting EPCS Add-On (including any of the foregoing that are included in subscription bundles, provided that the remainder of the subscription bundle remains in effect) ("Existing Parts"), as of the Milestone Event of the Medication Management bundle set forth in this Subscription and/or Hosting Schedule, the Existing Parts shall be automatically terminated and de-activated and replaced with the Medication Management bundle set forth in this Subscription and/or Hosting Schedule. For the avoidance of

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doubt, any professional services or implementation services purchased and not yet used for any Existing Parts shall remain in place. Notwithstanding anything to the contrary set forth in the Agreement or this Change Order, if Customer has previously purchased support and maintenance and/or an underlying subscription under the Agreement ("Underlying Parts"), the Med Management part(s) set forth in this Change Order will be co-terminus with the term of the Underlying Parts (i.e., the term of the Med Management part(s) will begin on the applicable Milestone Event set forth in this Change Order and end on the same day as the termination or expiration of the Underlying Parts). If the Milestone Event is on or before the 15th of the month a full month will be invoiced. If the Milestone Event is after the 15th of the month, invoicing will begin the 1st of the next month. If Customer stops using the Med Management part(s) during the term, Customer is obligated to pay the remaining fees set forth in this Quotation for the remainder of the term. For the avoidance of doubt, such monthly fees do not include any professional services as those services are priced separately. "Activation" means, at least one of Customer's providers has been activated (i.e. has gone Live) for respective Medication Management bundle or Medication Management Module add-on. Ancillary Services will be coterminous with the primary Term. "Ancillary Services" are subscription add-ons to the primary subscription in this schedule. (B) If Customer is already contracted for the athenaPractice/athenaFlow integrated EPCS solution, Customer and its providers may be able to use an identity proofing migration tool for those providers who have already successfully completed the identity proofing in an athenaPractice/athenaFlow version prior to v.20. If Customer or any of its providers using EPCS is unable to complete the identity proofing migration process, or if Customer is implementing EPCS for the first time with Virence or has new or additional providers that have never previously completed the identity proofing process within athenaPractice/athenaFlow, Customer will be required to sign a change order for the then-current service fee per provider for identity proofing onboarding.

4. THE FOLLOWING FOOTNOTE APPLIES TO THE PATIENT PORTAL and/or DIRECT MESSENGER PART(S) SET FORTH IN THIS SCHEDULE: If Customer previously purchased and has an active agreement with Virence for Patient Portal, CareCatalyst, Secure Messenger, Clinical Messenger, or SECURE MESSENGER FOR POL (including any of the foregoing that are included in subscription bundles ("Existing Parts") , as of the Milestone Event of the Patient Portal and/or Direct Messenger part(s) set forth in this Subscription and/or Hosting Schedule, the Existing Parts shall be automatically terminated and de-activated (provided, for the avoidance of doubt for any Existing Parts that are included in subscription bundles, the remainder of the subscription bundle other than the Existing Parts remains in effect) and replaced with the Patient Portal and/or Direct Messenger part(s) set forth in this Subscription and/or Hosting Schedule. If Customer stops using the Patient Portal and/or Direct Messenger part(s) during the Term, Customer is obligated to pay the remaining fees set forth in this Quotation for the remainder of the Term. For the avoidance of doubt, such monthly fees do not include any professional services as those services are priced separately. Ancillary Services will be coterminous with the primary Term. "Ancillary Services" are subscription add-ons to the primary subscription in this schedule. Virence may pass through any price increases or third party costs outside of Virence's control upon notice to Customer. Virence may elect to increase subscription fees set forth herein, provided that notice to Customer of such increased fees is provided at least 90 days prior to the end of then current Term, and such fee increases will not exceed CPI plus two percent (2%). "CPI" shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U). Notwithstanding anything else set forth in the Quotation, the following terms are applicable to the Patient Portal and/or Direct Messenger part(s) set forth in this Subscription and/or Hosting Schedule: "Concurrent Provider" means and refers to users of the applicable product(s) who are permitted to access and use the applicable product(s) simultaneously (with one (1) session equal to one (1) user). "Other Provider" means and refers to other healthcare providers (i.e., healthcare providers other than physicians) designated as a billable provider of healthcare services (such as nurse practitioners, physical therapists, chiropractors, and other non-physician billable providers) who are permitted to use the applicable Products. "Part Time Provider" means and refers to physicians and Other Providers who work less than eighteen (18) hours per week and are permitted to use the applicable product(s). "Provider" means end user's providers authorized by their relevant state(s) to provide healthcare services, including doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives, clinical social workers, and physician assistants.

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Payment Schedule

<u>Milestone Event / Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
CONTRACT SIGNING + 30 DAYS				
CHS UPGRADE ASSURANCE w/ aPractice (PER MONTH)	100%		\$2,864.16	
CHS UPGRADE ASSURANCE w/ aPractice ADDITIONAL DB (PER MONTH)	100%		\$1,424.25	
	Total CONTRACT SIGNING + 30 DAYS	\$0.00	\$4,288.41	\$0.00
DELIVERY				
VISANALYTICS DASHBOARDS ANNUAL SUBSCRIPTION (PER USER)	100%			\$23,843.10
VISUAL FORM EDITOR - NO ASP/HOSTING RIGHTS	100%			\$4,585.23
VISANALYTICS DASHBOARD SERVER LICENSE (PER USER)	100%			\$1,222.68
	Total DELIVERY	\$0.00	\$0.00	\$29,651.01
ACTIVATION				
Medication Mgmt Advanced Annual Fee (Per Provider)	100%			\$25,372.15
	Total ACTIVATION	\$0.00	\$0.00	\$25,372.15
INSTALLATION				
FQHC ENHANCEMENTS SOFTWARE ANNUAL SUPPORT (PER CONCURRENT US	100%			\$19,685.90
CCCQE Form Set Annual Support (Concurrent)	100%			\$13,163.20
HEALTHCARE CONNECTIONS (21-50 MD) MONTHLY FEE	100%		\$1,680.00	
athenaPractice (EMR/PM) Annual Spt. Std.(Conc)	100%			\$176,059.70
VISANALYTICS: REPORTING ANNUAL SUPPORT (PER CONCURRENT USER	100%			\$14,196.80
VISFORMS AUTHOR ENGINE ANNUAL SUPPORT (PER DATABASE)	100%			\$1,222.73
CHC BI-DIR INTERFACE ENG ANNUAL SUPP-ADDL CHAN	100%			\$623.58
CHC BI-DIR INTERFACE ENGINE ANNUAL SUPPORT	100%			\$1,039.29
GENERAL INTERFACE ENGINE PACKAGE: 5 CH BLOCK (21-35 MD) SSA	100%			\$2,969.88
BASE IMMUNIZATION EXPORT PACKAGE (21-35 MD) SSA	100%			\$1,823.74
CQR Interface Package (21-35 MD) Annual Support	100%			\$311.79
	Total INSTALLATION	\$0.00	\$1,680.00	\$231,096.61

LIVE

QUOTATION

SAN BERNARDINO COUNTY

ezReminder text fee (per text)	100%	\$0.15	
Patient Portal & Direct Messenger (per provider annually)	100%		\$46,228.44
VISFORMS FORM MAINTENANCE AND SUPPORT	100%		\$611.36
ezReminder call reminder fee (per reminder)	100%	\$0.15	
Total LIVE		\$0.00	\$46,839.80
Total Investment		\$0.00	\$5,968.71
			\$332,959.57

Footnotes

1. Customer agrees that 100% of the fees set forth in this Quotation are due from Customer on the earlier of (1) achievement of the applicable Milestone Event(s), or (2) twenty-four (24) months from the Effective Date.

2. The Software, Services and hardware covered in this Quotation may be subject to a discount and/or warranty as described in this Quotation, which are intended to be structured consistent with the discount or warranty regulatory safe harbor, as applicable, to the federal anti-kickback statute set forth in 42 C.F.R. 1001.952(h) and (g), respectively, and other applicable laws. To the extent that the value of any discount or warranty item is known as of the effective date of this Quotation, that discount/warranty value is detailed in this Quotation and in the initial invoice. To the extent that the value of any discount or warranty is not known as of the effective date, Virence will provide to Customer documentation of the calculation of the value of the discount/warranty identifying the specific goods or services purchased to which the discount/warranty will be applied at the time the discount/warranty is credited, earned, or redeemed. If the discount includes supplying one or more goods or services without charge or at a reduced charge in connection with the purchase of other goods or services, Customer represents and warrants that to the extent any goods or services included in the transaction are reimbursed by a Federal health care program (in whole or in part), they are all reimbursed by the same Federal healthcare program using the same methodology. If applicable, Customer must fully and accurately report the discount/warranty in its applicable cost report(s) filed with the U.S. Department of Health and Human Services (HHS) or applicable State agency. In addition, Customer must provide, upon request of HHS or applicable State agency, information regarding the discount or warranty in accordance with the safe harbor regulations.