



Contract Number

16-938 A-4

SAP Number

4400010082

Department of Public Health

Department Contract Representative Michael Shin, HS Contracts
Telephone Number (909) 386 -8146

Contractor VVC Holding Corp.
Contractor Representative Wilburn Taylor
Telephone Number (720) 621 - 6144
Contract Term 12/20/2016 through 12/19/2023
Original Contract Amount \$3,060,065
Amendment Amount \$78,750
Total Contract Amount \$3,138,815
Cost Center 9300411000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

It is hereby agreed to amend Contract No. 16-938, effective March 29, 2022, as follows:

I. 1.5 Definitions

1.5.46 "Maximum Amount": The maximum amount payable by COUNTY to CONTRACTOR under this Contract.

II. 3.3 Maximum Amount

The Maximum Amount payable under the terms of this Contract shall be \$3,138,815 as set forth in Exhibit E.3

III. 20.36 Conclusion

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same

Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

ATTACHMENTS

Exhibit E.3 to be combined with Exhibit E, E.1, and E.2 (Rate Sheet).

All other terms and conditions of Contract No. 16-938 remain in full force and effect.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

VVC Holding Corp.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Andrew Johnson

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: _____

Address 311 Arsenal Street

Watertown, MA 02472

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel
Date _____

Reviewed for Contract Compliance

Patty Steven, HS Contracts Manager
Date _____

Reviewed/Approved by Department

Joshua Dugas, Director
Date _____

COUNTY OF SAN BERNARDINO DEPARTMENT Annual Maintenance Fees as of 12/20/2019					EXHIBIT E.1
Sum of Annual Maintenance			12/20/2019 - 12/19/2020	12/20/2020- 12/19/2021	Grand Total
Product Descr	Product	Qty	Total Year 1	Total Year 2	
BASE IMMUNIZATION EXPRT PACKAGE(21-35 MD) SSA	2078949-001	1	1,491.24	1,491.24	
CENTRICITY EMR CCCQE FORM SET ANNUAL SPT(CONCURRENT)	2017193-001	190	10,767.30	10,767.30	
CENTRICITY PRACTICE SOL INTERFACE UTILITY ANN. SUPPORT	2033377-001	1	595.00	595.00	
CENTRICITY PRACTICE SOLUTION (EMR/PM) ANNUAL SPT. STD.(CONC)	2033412-001	190	143,993.40	143,993.40	
CHC BI-DIR INTERFACE ENG ANNUAL SUPP-ADDL CHAN	04-101-INT	1	510.00	510.00	
CHC BI-DIR INTERFACE ENGINE ANNUAL SUPPORT	04-100-INT	1	850.00	850.00	
CPS MU2 PACKAGE ANNUAL SUPPORT (CONCURRENT USER)	2079156-002	190	30,147.30	30,147.30	
CQR INTERFACE PACKAGE (21-35 MD) ANNUAL SUPPORT	2080564-028	1	255.00	255.00	
DESIGNATED INDIVIDUAL - CUSTOMER WITH NO ASP/HOSTING RIGHTS	VFE_CLINICAL_LIC	1	1,250.00	1,250.00	
		2	1,374.96	1,374.96	
FQHC ENHANCEMENTS S/W ANNUAL SUPPORT (PER CONC USER)	04-150-CHC-ADDL	190	16,099.99	16,099.99	
GENERAL INTERFACE ENGINE PACKAGE: 5 CH BLOCK (21-35 MD) SSA	2078881-001	1	2,429.10	2,429.10	
VISANALYTICS DASHBOARD SERVER LICENSE (PER USER)	02-500-DFY	1	999.96	999.96	
VISANALYTICS DASHBOARDS ANNUAL SUBSCRIPTION (PER USER)	02-510-DAS	30	15,000.00	15,000.00	
VISANALYTICS: REPORTING ANNUAL SUPPORT (PER CONCURRENT USER)	04-540-VRC	190	-	-	
VISFORMS AUTHOR ENGINE ANNUAL SUPPORT (PER DATABASE)	04-600-VFD	1	1,000.00	1,000.00	
VISFORMS FORM MAINTENANCE AND SUPPORT	04-640-VFF	1	500.00	500.00	
			227,263.25	227,263.25	454,526.50

COUNTY OF SAN BERNARDINO DEPARTMENT Annual Maintenance Fees				
Sum of Annual Maintenance				
Product Description	Product	Qty	12/20/2021 - 12/19/2022	12/20/2022 - 12/19/2023
athenaPractice (EMR/PM) Annual Spt. Std. (Conc)	2033412-001	190	\$ 148,889.17	\$ 153,954.36
CCCQE Form Set Annual Support (Concurrent)	2017193-001	190	\$ 11,131.63	\$ 11,510.31
FQHC ENHANCEMENTS SOFTWARE ANNUAL SUPPORT (PER CONCURRENT USER)	14-150-CHC-ADDL	190	\$ 16,647.44	\$ 17,213.53
VISANALYTICS: REPORTING ANNUAL SUPPORT (PER CONCURRENT USER)	04-540-VRC	190	\$ -	\$ -
ADVANCING CARE INFORMATION SUPPORT BUNDLE (CONCURRENT)	2079156-002	190	\$ 31,172.22	\$ 32,232.68
GENERAL INTERFACE ENGINE PACKAGE: 5 CH BLOCK (21-35 MD) SSA	2078881-001	1	\$ 2,511.69	\$ 2,596.98
Base immunization export package (21-35 md) ssa	2078949-001	1	\$ 1,542.29	\$ 1,594.75
CQR Interface Package (21-35 MD)(Annual Support	2080564-028	1	\$ 263.67	\$ 272.64
VISUAL FORM EDITOR - NO ASP/HOSTING RIGHTS	VFE_CLINICAL_LIC	3	\$ 3,877.50	\$ 4,009.50
CHC BI-DIR INTERFACE ENGINE ANNUAL SUPPORT	04-100-INT	1	\$ 878.90	\$ 908.80
CHC BI-DIR INTERFACE ENG ANNUAL SUPP-ADDL CHANNEL	04-101-INT	1	\$ 527.34	\$ 545.28
VISFORMS AUTHOR ENGINE ANNUAL SUPPORT (PER DATABASE)	04-600-VFD	1	\$ 1,034.00	\$ 1,069.20
VISFORMS FORM MAINTENANCE AND SUPPORT	04-640-VFF	1	\$ 517.00	\$ 534.60
HEALTHCARE CONNECTIONS (21-50 MD)	2104917-001	12	\$ 17,280.00	\$ 17,867.52
Medication Mgmt Advanced Annual Fee (Per Provider)	V000000215	43	\$ 21,457.00	\$ 22,186.54
VISANALYTICS DASHBOARD SERVER LICENSE (PER USER)	02-500-DFY	1	\$ 1,033.96	\$ 1,069.16
VISANALYTICS DASHBOARDS ANNUAL SUBSCRIPTION (PER USER)	02-510-DAS	30	\$ 20,163.00	\$ 20,849.40
			\$ 278,926.81	\$ 288,415.25
				\$ 567,342.06

COUNTY OF SAN BERNARDINO DEPARTMENT Annual Maintenance Fees

Sum of Annual Maintenance

Product Description	Product	Qty	12/20/2021 - 12/19/2022	12/20/2022 - 12/19/2023
AthenaPractice (EMR/PM) Annual Spt. Std. (Cone)	2033412-001	190	\$ 148,889.17	\$ 153,954.36
CCCQE Form Set Annual Support (Concurrent)	2017193-001	190	\$ 11,131.63	\$ 11,510.31
FQHC ENHANCEMENTS SOFTWARE ANNUAL SUPPORT (PER CONCURRENT USER)	14-150-CHC-ADDL	190	\$ 16,647.44	\$ 17,213.53
VISANALYTICS: REPORTING ANNUAL SUPPORT (PER CONCURRENT USER)	04-S40-VRC	190	\$ -	\$ -
ADVANCING CARE INFORMATION SUPPORT BUNDLE (CONCURRENT)	2079156-002	190	\$ 31,172.22	\$ 32,232.68
GENERAL INTERFACE ENGINE PACKAGE: SCH BLOCK (21-3S MD) SSA	2078881-001	1	\$ 2,511.69	\$ 2,596.98
Base immunization export package (21-35 md) ssa	2078949-001	1	\$ 1,542.29	\$ 1,594.75
CQR Interface Package (21-35 MD)(Annual Support	2080564-028	1	\$ 263.67	\$ 272.64
VISUAL FORM EDITOR - NO ASP/HOSTING RIGHTS	VFE CLINICAL LIC	3	\$ 3,877.50	\$ 4,009.50
CHC BI-DIR INTERFACE ENGINE ANNUAL SUPPORT	04-100-INT	1	\$ 878.90	\$ 908.80
CHC BI-DIR INTERFACE ENG ANNUAL SUPP-ADDL CHANNEL	04-101-INT	1	\$ 527.34	\$ 545.28
VISFORMS AUTHOR ENGINE ANNUAL SUPPORT (PER DATABASE)	04-600-VFD	1	\$ 1,034.00	\$ 1,069.20
VISFORMS FORM MAINTENANCE AND SUPPORT	04-640-VFF	1	\$ 517.00	\$ 534.60
HEALTHCARE CONNECTIONS (21-50 MD)	2104917-001	12	\$ 17,280.00	\$ 17,867.52
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VISANALYTICS DASHBOARD SERVER LICENSE (PER USER)	02-500-DFY	1	\$ 1,033.96	\$ 1,069.16
VISANALYTICS DASHBOARDS ANNUAL SUBSCRIPTION (PER USER)	02-510-DAS	30	\$ 20,163.00	\$ 20,849.40
CHS UPGRADE ASSURANCE W/ aPractice	02-320-UAH	12	\$ 22,500.00	\$ 30,000.00
CHS UPGRADE ASSURANCE W/ aPractice ADDITIONAL DB	02-325-UAH	12	\$ 11,250.00	\$ 15,000.00
			\$ 312,676.81	\$ 333,415.25

\$ 646,092.06

Proposal To

SAN BERNARDINO COUNTY

ORDER Q-149742

OPERATING UNIT athenaPractice

SALES REPRESENTATIVE Wilbum Taylor

CHANGE ORDER

THIS CHANGE ORDER, including the Change Order Terms and Conditions and attached Quotation (this "**Change Order**") is between WC Holding Corp. ("**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 Change Order 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 Change Order, the terms of this Change Order 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 Change Order (including the attached Quotation) (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)_____

**CUSTOMER NAME:
SAN BERNARDINO COUNTY**

WC HOLDING CORP

Signature:

Signature:

Name: Joshua Dugas

Name: Andrew Johnson

Title: Director

Title: Executive Director

Date:

Date:

Proposal To

SAN BERNARDINO COUNTY

Definitions. Unless otherwise set forth below, all capitalized terms used in this Change Order 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 virenoehealth.com/virencesupplementalterms. If the parties have not executed a written license and/or service agreement prior to execution of this Change Order, then Virence and Customer shall be bound by the terms set forth at athenahealth.com/NirencelicenseTerms.

"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.

"Quotation" or "Quote" means the schedules, exhibits, attachments and addenda attached hereto listing the Software, Services and hardware purchased by Customer in accordance with the Agreement.

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.

Fees and Payment. The full amount of the price for each item listed on the Quotation shall be due and payable upon the Milestone Events. Unless otherwise provided in the applicable Quotation, implementation, professional or installation services will be provided on a time and materials basis at Virence's then-current time and materials rates and these fees shall be invoiced on a monthly basis as incurred. 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 in the Quotation and shall be invoiced separately as incurred. Customer is responsible for paying all such expenses as invoiced by Virence. Customer also agrees to pay all shipping, handling and insurance costs, which will be billed as incurred. 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. If Customer needs additional services and/or products in addition to those set forth in the Quotation, Customer may purchase such additional services and/or products by signing a new Change Order with Virence at then-current rates. Cancellations and 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: (1) onsite service visits require at least thirty (30) days prior notification and (2) remote scheduled sessions require at least two (2) business days prior notification. Failure to provide such cancellation notice in the manner stated above may result in a cancellation 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. Such fees shall be paid immediately upon receipt of invoice and non-payment of such fees will be deemed a material breach of 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.

Taxes. 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.

Proposal To

SAN BERNARDINO COUNTY

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 termination of Maintenance and Support on any of its licenses by notifying Virence of the change. Upon receipt of Customer's written notification, 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.

Miscellaneous Terms. The Quotation documents attached hereto are hereby expressly incorporated into this Change Order 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 Change Order. Software described herein or on any Quotation is licensed to Customer pursuant to the license provisions set forth in the Agreement, except as noted in the applicable Quotation or otherwise agreed to in writing by Virence and Customer. Services are provided in accordance with the applicable service terms of the Agreement. Hardware is sold in accordance with the hardware terms of the Agreement. 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.

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, (A) with respect to any 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) with respect to any 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) with respect to any Services, the performance of such Services by Virence or its subcontractors.

"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 Change Order 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.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER VIRENCE NOR ITS SUPPLIERS HAVE ANY OBLIGATION TO DELIVER THE HARDWARE OR SOFTWARE OR PROVIDE THE SERVICES LISTED HEREUNDER UNLESS VIRENCE RECEIVES AN EXECUTED COPY OF THIS CHANGE ORDER PRIOR TO THE QUOTATION EXPIRATION DATE.

Proposal To

SAN BERNARDINO COUNTY

"**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).

Proposal To
SAN BERNARDINO COUNTY

Quotation Expiration Date: 1/31/2022

Bill To Customer
Customer Name: SAN BERNARDINO COUNTY
Contact Name: Raul Fierros
Address: OF PUBLIC HEALTH
172 W. 3RD ST 6TH FLR.
ATTN: RYAN BURGE \$
City, State, Zip Code: SAN BERNARDINO, CA 92415
Phone: (909)387-9140
Email: rfierros@dph.sbcounty.gov

End User Customer
Customer Name: SAN BERNARDINO COUNTY
Contact Name: Raul Fierros
Address: OF PUBLIC HEALTH
172 W. 3RD ST 6TH FLR.
ATTN: RYAN BURGESS
City, State, Zip Code: SAN BERNARDINO, CA 92415
Phone: (909) 387-9140
Email: rfierros@dph.sbcounty.gov

Sales Representative: Wilburn Taylor
Phone:
Email: wtaylor@athenahealth.com

Investment Summary

	Fee	Monthly Fee	Annual Fee
Subscription/Hosting Schedule Total	\$0.00	\$3,750.00	\$0.00

Proposal To
SAN BERNARDINO COUNTY

Subscription and/or Hosting Schedule

Description	Part#	QTY	Type	Net Selling Price
CHS UPGRADE ASSURANCE w/ aPractice (PER MONTH) Upgrade Assurance for Production and Test Database.	02-320-UAH	1	Monthly Fee	\$2,500.00
CHS UPGRADE ASSURANCE w/ aPractice ADDITIONAL DB (PER MONTH) Upgrade Assurance for (1) Additional Database. Requires Part Number: 02 320-UAH.	02-325-UAH		Monthly Fee	\$1,250.00

Footnotes

1. Notwithstanding anything to the contrary set forth in this Change Order 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 until November 30th, 2023 ("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"). Virence may increase the fees set forth herein in any Renewal Term, provided that (i) Virence provides notice to Customer of such increased fees at least 90 days prior to the end of the then-current Initial Term or Renewal Term, and (ii) 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). 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.

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.

Proposal To

SAN BERNARDINO COUNTY

3. 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.

Proposal To
SAN BERNARDINO COUNTY

Payment Schedule

<u>Milestone Event / Contact 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 ADDITIONAL DB (PER MONTH)	100%		\$1,250.00	
CHS UPGRADE ASSURANCE w/ aPractice (PER MONTH)	100%		\$2,500.00	
Total CONTRACT SIGNING + 30DAYS		\$0.00	\$3,750.00	\$0.00
Total Investment		\$0.00	\$3,750.00	\$0.00