



Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into on the Effective Date by and between the County of Ventura, a political subdivision of the State of California, with its principal place of business at 800 South Victoria Ave., Ventura, CA 93009 ("CLIENT") and CorroHealth, Inc., a Delaware corporation, on behalf of itself and its affiliates and subsidiaries (collectively referred to as "CH"), located at 6509 Windcrest Drive, Suite 165, Plano, TX 75024. CH and CLIENT may be individually referred to as a "Party" or collectively as the "Parties." "Effective Date" means the date of the later signature of the Parties to this Agreement, as identified below.

Background

CLIENT creates and maintains patient health and billing information and requires assistance in the creation and maintenance of that information. CH provides comprehensive revenue cycle management services, including but not limited to, medical record coding services, utilization management, and other consulting services (collectively, the "Services") and has agreed to provide such Services to CLIENT as set forth in the corresponding statement(s) of work (each a "SOW") appended to this Agreement. CLIENT and CH (each a "Party" and, collectively, the "Parties") wish to enter into this Agreement.

Terms

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Services.

- 1.1. Agreement to Provide Services.** CH will provide CLIENT the Services during the Term, on the terms, conditions, and at the prices listed on the corresponding SOW(s) appended to this Agreement and executed by the Parties. Any change in the Services must be mutually agreed upon and memorialized in writing by the Parties in an amendment to an existing SOW or a new SOW.
- 1.2. Provision of Services; Resources.** CH will provide Services to CLIENT using CH's employees and subcontractors. Any person or entity providing Services under this Agreement is a "Resource". Unless otherwise specified in an applicable SOW, a Resource may be located inside or outside the United States in CH's sole discretion.
- 1.3. Hybrid Workforce.** CLIENT acknowledges and accepts that CH employees work according to a hybrid workforce approach (i.e., in office and remote locations). CH shall maintain industry standard privacy and security policies and procedures related to these locations.

2. Term and Termination.

- 2.1. Term of Agreement.** This Agreement is effective and binding upon the Parties on the Effective Date and shall continue for a period of three (3) years, or until terminated by either Party in accordance with Section 2.3. The entire duration of the Agreement constitutes the "Term".

- 2.2. Term of each SOW.** The term of each SOW entered into pursuant to this Agreement shall be set forth in each applicable SOW. If the term of any SOW extends beyond the Term of this Agreement, then the Term of this Agreement will be automatically extended until the date the latest SOW term ends.
- 2.3. Termination of Agreement.** After the first 12 months of the Term, either Party may terminate the Agreement by providing at least ninety (90) days' prior written notice of termination to the other Party. In the event of termination under this section, CH will be paid for all work provided through the date of termination, as long as such work meets the terms and conditions of this Agreement.
- 2.4. Termination of an SOW.** Unless otherwise outlined in an SOW, after the first year of the term of a SOW, either Party may terminate a SOW by providing ninety (90) days' prior written notice of termination to the other Party. In the event of termination under this section, CH will be paid for all work provided through the date of termination, as long as such work meets the terms and conditions of the SOW.
- 2.5. Permitted Termination for Uncured Breach.** Either Party may terminate this Agreement for breach after the non-breaching Party provides written notice to the breaching Party, stating with particularity the nature of the breach and the breaching Party fails to reasonably cure such breach within thirty (30) days of the notice or some time as mutually agreed to by the Parties.
- 2.6. CH Termination for Certain Breaches.** CH may immediately terminate this Agreement if CLIENT breaches a term in this Agreement related to intellectual property or confidentiality.

3. CH Obligations.

- 3.1. Standard of Performance.** CH must perform Services using Resources of required skill, experience, and qualifications in a professional and workmanlike manner in accordance with commercially reasonable industry standards. CH must devote adequate resources to meet its obligations under this Agreement.
- 3.2. Retention of CLIENT Data.** CH is not the designated record holder for any of CLIENT's medical records, protected health information, or other records or information. Subject to the provisions of Section 3.6, all medical records (as applicable) or CLIENT data used by CH to perform Services will be deleted from CH's systems once such data is no longer needed by CH to perform its obligations under this Agreement. CLIENT acknowledges and agrees that it is CLIENT's sole responsibility to maintain, preserve, and archive its records and information, to respond to any audits or other requests for such records and information, and to provide relevant information to CH during any audit.
- 3.3. Licenses and Permits.** Throughout the Term of this Agreement and the term of any SOW entered into pursuant to this Agreement, CH will maintain all necessary licenses and permits necessary to provide Services.
- 3.4. CH Resource Compatibility.** CH must make commercially reasonable efforts to assign a Resource that matches CLIENT's needs. CLIENT may reject the Resource assigned to each project for any lawful reason by sending CH written notice of the rejection and the reason for the rejection.

3.5. Books and Records. If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years after termination of this Agreement, CH shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by CH under this Agreement. CH further agrees that in the event CH carries out any of its duties under this Agreement through a subcontract with a related organization, and that subcontract has a value or cost of \$10,000 or more over a 12 month period, then the subcontract shall contain a provision requiring the related organization to make available until the expiration of 4 years after the furnishing of the Services pursuant to the subcontract, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the subcontract and any books, documents and records of the related organizations as necessary to verify the nature and extent of such costs. This provision shall survive the termination or expiration of this Agreement.

3.6. Vendor Registration. To the extent CLIENT utilizes a vendor registration system, CH shall comply with such registration requirements; however, all fees incurred by CH in association with the vendor registration shall be reimbursed by CLIENT upon CH request.

4. CLIENT Obligations.

4.1. CLIENT Provisions. To the extent required for CH to provide the Services, CLIENT must provide adequate workspace, appropriate access to medical records, systems, policies, guidelines, facilities, and other relevant documents, information, and resources as required in this Agreement for CH to be able to provide the Products and Services. CLIENT must promptly respond to CH's request for direction, information, approvals, authorization, or decisions that CH reasonably requires to perform Services. CLIENT excuses CH from performance (with no reduction in Fees) to any extent that a delay or failure is caused by any act or omission of CLIENT or CLIENT's failure to adhere to this Agreement. CH agrees to raise any delays or failures affecting CH's ability to perform to appropriate CLIENT management personnel promptly.

4.2. Compliance. It is the CLIENT's sole responsibility to inform CH of any unique requirements related to the Services contemplated in this Agreement. It is a shared responsibility between the CLIENT and CH to promptly notify the other of potential issues or acts of non-compliance with applicable federal and state laws and regulations in relation to the Services provided by CH to the CLIENT. In addition to and depending on the potential issue, the CLIENT and CH may share responsibility in evaluating such potential issues or acts of non-compliance to: (i) substantiate a potential issue or act; (ii) conduct a root cause analysis; (iii) implement appropriate remediation; (iv) create new, or modify existing, policies and procedures; (v) audit and/or monitor for further risk; or (vi) conduct appropriate education and training. It is the responsibility of each Party hereunder to impose corrective action on any member of its own workforce for non-compliant issues or acts and to follow its own internal policies related to documentation of the investigation of any potential issues or acts of non-compliance.

4.3. Electronic Access. In the event that CLIENT provides electronic access to CH personnel and CH personnel provide their personal information, CLIENT agrees that it will (i) ensure that all access required by CH personnel to perform the Services herein is provided and maintained as required;

and (ii) maintain the confidentiality of such personal information and will use the same degree of care to protect such personal information as they would with the personal information of their own employees. Furthermore, CLIENT shall abide with all applicable federal and state laws with regard to the protection, use and disclosure of such personal information, as well as any applicable requirements in the event of a breach of such personal information. Notwithstanding the above, CLIENT shall promptly provide to all affected users written notice of any actual or suspected breach of their personal information and reasonable mitigation efforts.

4.4. Portal Access. Where applicable, CLIENT shall provide CH with a list of individuals that CLIENT wishes to have access to (the “CH Portal”). CLIENT shall routinely provide to CH an updated list of active users, including employees, contractors, and third-party vendors (collectively, “user(s)”), and shall notify CH immediately of any termination of user access. Each CH Portal user shall individually accept the terms and conditions of CH Portal use. In the event CLIENT wishes to provide independent contractors or third-party vendors with access to the CH Portal, such access shall be granted under the following conditions: (a) the user is permitted to access the CH Portal for the sole purpose of providing non-competitive services to CLIENT; (b) CH shall have the right to immediately terminate any user access in the event CH believes such user is accessing the CH Portal for any purpose other than as dictated in subsection (a); and (c) CLIENT shall remain responsible for the activities of all users and shall indemnify CH for any and all claims associated with the user’s misuse of the CH Portal or a violation of the terms and conditions of the CH Portal, in accordance with Section 10 herein. CH Portal access shall only be available to CLIENT throughout the Term of this Agreement.

4.5. Virtual Desktop. CLIENT agrees to work with CH’s information technology department to allow CH to securely connect to CLIENT systems. When possible, CLIENT shall support a business-to-business VPN solution for virtual access by CH employees to CLIENT’s private environment.

4.6. Security Controls. CLIENT shall ensure that any mutually agreed upon security controls that CH is requested to implement is also implemented in CLIENT’s own environment. Data exfiltration opportunities need to be implemented by both Parties. Further, CLIENT agrees to whitelist IP addresses provided by CH and will only allow access to its environment from those approved IP addresses. CH will periodically provide CLIENT with updates.

4.7. CLIENT Required External Systems. In the event CLIENT requires CH employees to access certain systems for the delivery of Services, outside of the CLIENT or CH environments, CH agrees to support and monitor CH employee access to such systems. CH disclaims any responsibility for the provision of access to or monitoring of such systems and CH employee system access.

5. Software as a Service.

5.1. Usage Grant. Should CLIENT contract for Software as a Services, CH grants CLIENT, for the term specified hereinafter, a nonexclusive, nontransferable, non-sublicensable right to access and use the Software and Services for contracted facilities, for internal business purposes only, without the right to sublicense such rights, provided CLIENT agrees to access and use the Software and Services to code patient encounters (each a “Subject File”) in accordance with this Agreement. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to CLIENT by CH, shall be considered Software and Services subject to this Agreement.

5.2. Performance. CLIENT understands and agrees that the operation and availability of the systems

used for accessing and interacting with the Software and Services or to transmit data, including, the public telephone, computer networks and the Internet, whether or not supplied by Client or CH, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software and Services. CH and the CH Parties (defined below) are not in any way responsible for any such interference with or prevention of CLIENT's access and/or use of the Software and Services.

5.3. Proprietary Rights. The Software and Services are protected by applicable United States laws, including copyright laws. CH owns all rights, title, and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of CH. Except as provided in Section 5.1 of this Agreement, CLIENT has no, and is not granted, any right, title, interest, or license in the Software or Services. CLIENT acknowledges and agrees that CH is and shall remain the exclusive owner of the Software and Services including, but not limited to, all modifications, adaptations and derivatives of the Software and Services. CLIENT agrees not to (i) sell, loan, rent, license, distribute, assign, or otherwise transfer the Software or Services; (ii) install or use the Software or Services, or any system derived from either, at any location other than a contracted facility; or (iii) develop any system derived from the Software or Services. CLIENT also agrees that it will not, nor will CLIENT permit any of its agents or subcontractors who use the Software or Services to support CLIENT's use of the Software and Services at the specified contracted facility to, use the Software or Services, or their component data elements to: (i) devise, design, or construct any other software application with similar functionality as the Software or Services; or (ii) to populate fields in any portion of any other software applications with similar functionality to the Software or Services. Publishing any portion of the Software or Services presented in the Software and Services is forbidden without the prior written consent of CH. All rights not specifically granted by this Agreement are reserved by CH as to the Software and Services. Except as otherwise expressly provided in this Agreement, CLIENT agrees to (a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement; (b) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering; (c) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports or other materials obtained by CLIENT through use of the Software and Services ("Notices"); (d) reproduce and display all Notices on copies CLIENT makes, in accordance with this Agreement; (e) not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software and/or Services; (f) not attempt to access any systems, programs or data of CH or any CH Party under this Agreement, or otherwise made available by CH or a CH Party for public use; (g) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so; (h) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; (i) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; and (j) abide by all applicable local, state, national and international laws and regulations, including The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all laws, rules and regulations relating thereto. CLIENT acknowledges and understands that it is solely CLIENT's responsibility to inform CH of any change in its authorized personnel who has access to the Software.

5.4. Reports. CLIENT acknowledges that the software system used for providing the services herein

currently provides a standard set of reports. At CLIENT's request, CH may make minor modifications to such reports or create additional reports for an additional fee pursuant to a mutually agreed to SOW.

6. Financial Terms

- 6.1. Compensation to CH.** CLIENT must pay CH all fees, costs, expenses, and taxes (as applicable), as specified in a SOW, as attached hereto, and incorporated herein by reference, for the contracted Products and Services (the "Fees"). Notwithstanding the foregoing, CH shall not be responsible for providing Services to CLIENT under any SOW where such Services will result in fees that exceed the not to exceed amount identified in each SOW and such suspension of Services shall not be a breach of this Agreement.
- 6.2. Billing.** Unless otherwise stated in a SOW, all invoices for recurring fees shall be billed on a monthly basis at the beginning of each month. All invoices for non-recurring fees, hourly fees, fees based on case rates and expenses shall be billed on a monthly basis immediately following the end of each month for the prior month.
- 6.3. Terms of Payment; Suspension of Services.** Unless otherwise provided in the applicable SOW, CLIENT must pay the Fees within thirty (30) days after the receipt of a valid and correct invoice. CH may, in its sole discretion, temporarily or permanently suspend Services if CLIENT fails to pay any invoice as required by this Agreement. If CH suspends the Services under this provision, CH shall be relieved of meeting any service level required pursuant to a SOW during the suspension period and for sixty (60) days thereafter if the Services are resumed. Additionally, if CH suspends the Services under this provision, then, in addition to its other remedies, it has no obligation to resume providing the Services unless CLIENT pays all outstanding undisputed invoices. Nonetheless the discontinuation of services under this Section, CH shall continue to invoice CLIENT according to the terms and conditions of any SOW and/or this Agreement.
- 6.4. Payment Mechanics.** Except as otherwise set forth in an applicable SOW, CLIENT must pay CH all Fees owed via wire payment or electronic funds transfer to the account designated in writing by CH. Upon execution of this Agreement, CLIENT may establish a purchase order to facilitate the payment of invoices; however, none of the terms of a purchase order will add to, modify, or supersede the terms of this Agreement. CLIENT shall provide the purchase order number to CH if it is required for processing of invoices. CLIENT's failure to notify CH of the need of a purchase order or failure to provide a purchase order shall not prohibit CH from billing CLIENT and shall not absolve CLIENT from rendering timely payment.
- 6.5. Taxes.** If CLIENT is a tax-exempt organization, then upon execution of this Agreement, CLIENT shall provide CH with a certificate of such exemption. For as long as CLIENT remains a tax-exempt organization, CLIENT will not be invoiced for taxes, assessments, fees, and other governmental charges related to the CH Services from which tax-exempt organizations are exempt. If CLIENT is not a tax-exempt organization, then CLIENT shall be responsible for any taxes legally imposed upon the CLIENT with respect to its purchase and use of CH Services, including, but not limited to, taxes, assessments, fees, and other governmental charges of any kind (including, without limitation, sales, use, excise, value-added, business license and gross receipts taxes) (collectively, "Taxes"). Notwithstanding the above, neither Party shall have any obligation for any tax upon the other Party's real, personal, or intangible property, or upon the other Party's net income.

7. Intellectual Property

- 7.1. Intellectual Property.** The Services are protected by applicable United States and international intellectual property laws. Except as may be set forth in a SOW entered into pursuant to this Agreement, CH or their licensors (as applicable) are and will remain the sole and exclusive owners of all right, title, and interest in the Confidential Information (as herein defined), the pre-existing materials associated with the Services (including documents, know-how, software, etc.), and any and all intellectual property rights associated with the Services and any deliverables resulting from the Services (including patents, inventions, trademarks, service marks, goodwill, copyrights, trade secrets, database rights, etc., whether registered or unregistered, anywhere in the world). CH or their licensors (as applicable) will also be the exclusive owners of all modifications, adaptations, and derivatives of the Services. Except as provided herein or in any applicable SOW, CLIENT has no, and is not granted any, right, title, interest, or license in the Services. Publishing any portion of any report (if any) resulting from the Services is forbidden without the prior written consent of CH, which will not be unreasonably withheld. CH acknowledges that CLIENT is a governmental agency of the State of California and subject to its Public Records Act. All rights not specifically granted by this Agreement are reserved by CH and their licensors (as applicable).
- 7.2. Trademarks and Tradenames.** This Agreement does not grant either Party a license to use any trademark, trade name, or logo of the other Party. Each Party recognizes that the trademarks, trade names, and logos of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with the trademarks, trade names, and logos. Neither Party is permitted to use or permit any third party to use, at any time, the other Party's trademarks, trade names, or logos. Notwithstanding the above, CH may use CLIENT's name and logo on its website and in its marketing materials without prior approval, so long as such use is not derogatory or disparaging to CLIENT.

8. Confidentiality

- 8.1. CH's Confidential Information.** The Parties agree that CH has developed, at its own expense, valuable technical and non-technical business and trade secrets and other confidential information including, without limitation, information pertaining to the Services, written materials, know-how, processes, and techniques (including computer software and related products), marketing strategies and related data, customer lists, financial information (including prices under this Agreement), and personnel; these all constitute "Confidential Information" under this Agreement. CH has protected the disclosure and release of Confidential Information to third-persons and intends that the information continue to be kept confidential. To this end, any Confidential Information which may be disclosed to CLIENT as part of the Services does not constitute a waiver for the release or disclosure of the Confidential Information by CLIENT to any other party or entity without the express, prior written consent of CH, unless release or disclosure of Confidential Information is required by law.
- 8.2. CLIENT's Confidential Information.** The Parties agree that, while providing the Services, CH may have access to information concerning the business of CLIENT or information relating to its operations, coding, billing, patients, staff, or internal processes that may reasonably be considered confidential and proprietary ("CLIENT Confidential Information"). CH must protect the CLIENT Confidential Information and treat it as confidential. CH must take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, but in no event less than reasonable care, to keep confidential the CLIENT

Confidential Information. CH may disclose CLIENT Confidential Information or materials to its subsidiaries, employees, Resources, independent contractors, vendors, or subcontractors on a need-to-know basis to complete work performed under this Agreement. CH, employees, Resources, vendors, and subcontractors must not divulge, disclose, or communicate in any manner CLIENT Confidential Information to any third party without the prior written consent of CLIENT. Notwithstanding the above, CH may disclose CLIENT Confidential Information, (a) for auditing and accounting purposes in the ordinary course of business provided that the third party agrees to protect the confidentiality of the information disclosed; or (b) for legal advice from a licensed attorney to the extent necessary to effect the provisions and purposes of, and as expressly contemplated under the terms of this Agreement and for no other purpose; or (c) if CH is required by a valid legal order or subpoena to disclose any CLIENT Confidential Information, CH may disclose the CLIENT Confidential Information if, before the disclosure, CH notifies CLIENT of these requirements so that CLIENT can seek a protective order or other remedy at its own cost and expense.

8.3. Equitable Remedies. The Parties acknowledge and agree that the restrictions contained in this Section 8 are reasonable and necessary to protect the legitimate interests of the Parties and that any violation of such restrictions would result in irreparable injury to the disclosing Party. If restrictions should be adjudged unreasonable at any proceeding, then such restrictions shall be reduced by the elimination or reduction of such portion thereof so that such restrictions may be enforced in a manner adjudged to be reasonable. The receiving Party acknowledges and agrees that the disclosing Party may be entitled to preliminary and permanent injunctive relief for a violation of any such restrictions without having to prove actual damages. The disclosing Party may also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which such Party may be entitled in law or equity.

9. Representations and Warranties

9.1. CH Representations and Warranties.

9.1.1. Warranty of Non-Exclusion. None of CH's Resources providing Services is or has been excluded from participation in any federally funded health care program, including the Medicare and Medicaid programs.

9.1.2. Disclaimer. Other than the representations and warranties explicitly provided in this Agreement, CH, ITS SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, LICENSORS, SUBCONTRACTORS, AND AGENTS ("CH PARTIES"), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, expressly disclaim any and all other representations, warranties or conditions, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, with respect to the Services (INCLUDING SOFTWARE AS A SERVICE). Services are provided "as-is". NEITHER CH NOR ANY CH PARTY WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED. CLIENT'S USE OF THE SERVICES IS ENTIRELY AT CLIENT'S OWN RISK AND CH AND EACH CH PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR. CLIENT ACKNOWLEDGES AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY CH OR ANY OF ITS EMPLOYEES, RESOURCES, OR AGENTS SHALL CONSTITUTE A REPRESENTATION OR A WARRANTY UNLESS SUCH INFORMATION OR ADVICE IS INCORPORATED INTO THIS AGREEMENT BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.

9.1.3. Signatory. CH represents and warrants to CLIENT that this Agreement: (i) was executed by an authorized signatory of CH with the authority granted by the governing body of the CH to enter into binding agreements on behalf of CH, and (ii) binds the CH.

9.2. CLIENT Representations and Warranties.

9.2.1. Signatory. CLIENT represents and warrants to CH that this Agreement: (i) was executed by an authorized signatory of CLIENT with the authority granted by the governing body of the CLIENT to enter into binding agreements on behalf of CLIENT, and (ii) binds the CLIENT.

9.2.2. Authority. CLIENT has the full right and authority to disclose to CH all materials, documentation, patient records, information, and other input provided or made accessible to CH under this Agreement, including, without limitation, Protected Health Information, pursuant to the Business Associate Agreement attached hereto.

9.2.3. Authorization of Representation. CLIENT hereby retains CH to perform the Services. In connection herewith, and where applicable, the CLIENT agrees to execute any documentation necessary for CH to perform such Services, including, but not limited to, a letter of authorization, if requested.

10. Indemnification and Limitation of Liability.

10.1. CLIENT Acceptance. CLIENT irrevocably waives any objection to the quality of Services unless it objects in writing to the specific Services within 30 days of receiving the Services.

10.2. Indemnification. Each Party must indemnify the other Party from Covered Damages arising from Claims.

10.2.1. Indemnification Definitions. The Party providing indemnification is the “Indemnifying Party,” the Party receiving the indemnification (and each of its parents, subsidiaries, officers, directors, partners, employees, agents, and representatives and each of their permitted successors and assigns) is the “Protected Party.” “Claim” means direct and provable costs, expenses, penalties, fines, and other judgments (at equity or at law) and damages (including, without limitation, amounts paid in settlement, costs of investigation, and reasonable attorneys’ fees and expenses). “Covered Damages” are Claims arising from third party allegations arising out of or relating to Indemnifying Party’s breach of any representation, warranty, covenant, agreement, or undertaking in this Agreement, violation of law, or provision of any incomplete or inaccurate documentation or justification that CH then relies upon when performing Services. Covered Damages for each Party does not include any Claims arising from such Party’s own violation of law or bad faith failure to perform its obligations under this Agreement.

10.2.2. Indemnification Procedures. The Party seeking to become a Protected Party must promptly assert to the Indemnifying Party in writing any circumstance in which the Indemnifying Party has liability under this Section. The Protected Party’s failure to perform its obligations under this Section does not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party can demonstrate it was materially prejudiced because of the failure. If any such action or other proceeding shall be brought against any Protected Party, Indemnifying Party shall, upon written notice given within a reasonable time following receipt by Indemnifying Party of such notice from Protected Party, be entitled to assume the defense of such action or proceeding with counsel chosen by Indemnifying

Party and reasonably satisfactory to Protected Party, but any Protected Party may at its own expense retain separate counsel to participate in such defense.

10.3. Duty to Defend. After receiving proper notice, the Indemnifying Party must immediately take control of the defense and investigation of the matter and must employ counsel of its choice to handle and defend the matter, at no expense to the Protected Party. The Protected Party may participate in and observe the proceedings at its own expense. The Indemnifying Party must not settle any matter in a way that adversely affects the rights of the Protected Party without the Protected Party's written consent, which must not be unreasonably withheld or delayed.

10.4. Limitation of Liability. CLIENT's exclusive remedy under this Agreement and CH's sole liability to CLIENT under this Agreement, if any, is limited to (in CH's discretion) either the re-performance of Services by CH, as applicable, or a refund of the Fees paid by CLIENT for the specific Services which are the basis of CLIENT's claim (in which case the refund may in no circumstances exceed the aggregate fees paid to CH by CLIENT in the three (3) months preceding the claim). To the maximum extent permitted by applicable law, in no event is CH liable for: (i) any damages arising out of or related to the failure of CLIENT to perform its responsibilities under this Agreement; (ii) any claims or demands of third parties (other than those third party claims covered by this Section 10); or (iii) any lost profits, loss of business, alteration, destruction, loss of data or information, loss of inputs, loss of use or inability to use, lost savings, loss of goodwill, business interruption, or any special, incidental, indirect, consequential, punitive, or exemplary damages whatsoever arising out of the Services, whether based upon contract, warranty, tort, negligence, strict liability or otherwise, even if CH has been advised of the possibility of those damages. CLIENT acknowledges and agrees that the provisions of this Section are a material condition precedent to CH's agreement to enter into this Agreement. The exclusions and limitations of this Section will not apply to: (a) damages arising from either Party's failure to comply with Section 7 or Section 8; (b) a Party's indemnification obligations under this Section 10; or (c) damages or other liabilities arising out of or relating to a Party's gross negligence, willful misconduct, or intentional acts.

11. Insurance. During the Term, CH shall maintain, at a minimum, the insurance and coverage limits listed below for each of the following: general liability insurance, excess/umbrella insurance, professional liability insurance (Errors and Omissions insurance), and workers' compensation insurance. Additionally, CH agrees not to terminate its coverage, as stated below, during the Term.

11.1. A policy of general liability insurance with limits of up to One Million Dollars (\$1,000,000) for each occurrence, and an annual aggregate limit of Two Million Dollars (\$2,000,000).

11.2. A policy of excess/umbrella insurance with limits of up to Fifteen Million Dollars (\$15,000,000) for each occurrence, and an aggregate limit of Fifteen Million Dollars (\$15,000,000).

11.3. A policy of professional liability insurance with limits of up to Three Million Dollars (\$3,000,000).

11.4. A policy of cyber insurance with limits of up to Ten Million Dollars (\$10,000,000).

11.5. A policy of workers' compensation insurance policy in accordance with state law with coverage in each state where CH retains employees.

- 11.6. A policy of property insurance that provides “special form” coverage on a blanket basis for business personal property, including the property of others. Property Insurance includes a business income and extra expense limit of Two Hundred Fifty Thousand Dollars (\$250,000).
- 11.7. For the general liability insurance required above, CLIENT is to be named as additional insured as respects work done by CH under the terms of this Agreement.
- 11.8. CH agrees to waive all rights of subrogation against CLIENT and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Agreement.

12. Governing Provisions

- 12.1. **Governing Law.** The laws of the state of California, excluding that body of law known as conflicts law, will govern all disputes arising out of or relating to this Agreement. With respect to any dispute or litigation arising out of or relating to this Agreement as to which arbitration is not required pursuant to this Agreement: (a) the Parties agree that it shall be filed in and be heard exclusively by the state or federal courts with jurisdiction to hear such disputes in Los Angeles, California; and (b) the Parties hereby submit to the personal jurisdiction of such courts.
- 12.2. **No Third-Party Rights.** This Agreement has been made and is made solely for the benefit of the Parties and their respective successors and permitted assigns in accordance with section 13.6 below. It shall not be deemed to be for the direct or indirect benefit of any patient or customer of the CLIENT, and no patient or customer of the CLIENT shall be deemed to be a third-party beneficiary of this Agreement or to have any other contractual relationship with CH by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party.
- 12.3. **Severability.** If any provision, clause, or condition of this Agreement is held by any court of competent jurisdiction or by an arbitrator to be void, invalid, inoperative, or otherwise unenforceable, such defect shall not affect any other provision, clause or condition, and the remainder of this Agreement shall be effective as though such defective provision, clause or condition had not been a part of this Agreement.
- 12.4. **Statutes and Regulations; Compliance with Applicable Law.** Any citation in this Agreement to any legal authority includes and refers to that legal authority as amended from time to time. Both Parties intend for that this Agreement to be and remain in strict compliance with all federal, state, and local rules, statutes, regulations, and ordinances (“Applicable Laws”). If either Party determines that the terms of this Agreement or the performance of Services and duties under this Agreement does or may violate any one or more Applicable Laws, then the Party must immediately give written notice to the other Party. The Parties must then immediately negotiate in good faith to modify the terms of this Agreement to remain in compliance with all Applicable Laws.
- 12.5. **Cooperation with Compliance Efforts of CLIENT.** CH agrees to cooperate with CLIENT as may be required for CLIENT to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits CLIENT hospitals, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. CH has received CLIENT hospital’s Code of Conduct, agrees to abide by it, and will execute a certification to that effect.

CH shall cooperate with all compliance related activities of CLIENT hospital which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.

- 12.6. Force Majeure.** Neither Party is liable for any delay, failure, or modification in the performance of any obligation under this Agreement (other than the payment of Fees) or for any loss or damage to the extent that such nonperformance, delay, loss, or damage results from any contingency which is beyond the control of the Party, but only if the contingency is not caused by the fault or negligence of the Party. A contingency includes acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemics, quarantine restrictions, embargoes, strikes or other labor disturbances, or terrorist acts, and compliance with any law, order, or control of or insistence by any governmental or military authority. The Party claiming to be affected by the contingency must give immediate notice to the other Party explaining the contingency and use all commercially reasonable efforts to remedy the contingency as soon as possible.
- 12.7. Assignment.** Except as provided below, neither Party may assign (by operation of law or otherwise) this Agreement (or any of its rights and obligations under this Agreement) without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement (together with all its rights and obligations relating to this Agreement and the subject matter of this Agreement) without the consent of the other Party (a) to any of its Affiliates or (b) to a third party in connection with a merger, reorganization, or sale or other transfer of all or substantially all the assets of the business or operating unit related to the subject of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 12.8. Delegation.** CH may delegate all or a portion of its duties hereunder to an affiliate or subsidiary of CH which is under common control of CH, provided, however, that any such delegation of duties shall not relieve CH of its obligation to discharge its duties hereunder and CH shall remain responsible for performance of the duties of CH hereunder.
- 12.9. Independent Contractor Relationship.** CH and its Resources are independent contractors of CLIENT at all times during the Term. Among other things, this means the following: any Resources are and must remain employees of CH or subcontractors of CH or its subsidiaries. Under no circumstances are those employees or subcontractors CLIENT's subsidiaries, employees, subcontractors, or agents. CH and its Resources are not eligible for coverage under, and must not make claims arising under, CLIENT's unemployment insurance, worker's compensation insurance, or any form of employee benefits. CH is responsible for the normal responsibilities of an employer toward the Resources including, without limitation, Social Security, income, and payroll taxes. CH hereby indemnifies CLIENT against any claims asserted by its Resources to be entitled to benefits or other treatment as employees of CLIENT. Nothing in this Agreement creates any agency, partnership, joint venture, or other joint enterprise relationship between the Parties. Neither Party has the authority to contract for nor bind the other Party in any manner.
- 12.10. Executory Contract.** In any proceeding pursuant to the Bankruptcy Code in which this Agreement is deemed an executory contract, the bankrupt Party must assume or reject this Agreement within 30 days of the earlier of: the filing of the petition; or the taking of an action which commences such proceeding. Each Party acknowledges that by agreeing to this Section,

it waives certain rights it might otherwise have pursuant to provisions of the Bankruptcy Code.

- 12.11.** Intentionally omitted.
- 12.12. Amendments.** Any modification to the terms of this Agreement must be in writing signed by the Parties.
- 12.13. No Waiver.** No waiver of or failure by either Party to enforce any of the provisions, terms, conditions, or obligations in this Agreement waives a Party's rights regarding any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation under this Agreement, whether the same or different in nature. No extension of time for performance of any obligations or acts the time for the performance of any other obligations or acts.
- 12.14. Counterparts.** This Agreement may be executed in 2 or more counterparts, each of which constitutes an original, but all of which taken together constitute one and the same instrument. This Agreement may be executed or transmitted electronically (including via electronic signature tool complying with applicable law) by either or both Parties with the same effect as a handwritten signature.
- 12.15. Business Associate Agreement.** Before CH begins providing Services which require a business associate agreement, CLIENT and CH must execute a business associate agreement in a mutually acceptable form. That business associate agreement is incorporated by reference into this Agreement.
- 12.16. Survival.** Whenever the context requires, any commitment or obligation provided for in this Agreement shall survive termination or expiration hereof.
- 12.17. Absence of Referrals.** CH is not making nor is expected to make any referrals to the CLIENT of any kind or nature whatsoever. CLIENT pays Fees to CH solely in exchange for the Services CH provides under this Agreement. The Parties acknowledge and agree that they have negotiated the terms of this Agreement and have agreed that the terms are consistent with the fair market value of the Services.
- 12.18. Complete Agreement; Integration.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter. It supersedes all previous agreements between the Parties. There are no agreements, representations, or warranties between the parties other than those set forth in this Agreement or the attached documents referenced in this Agreement. All SOWs, exhibits, addenda, and schedules attached to this Agreement are incorporated by reference.
- 12.19. Headings and Counterparts.** The headings of sections and paragraphs herein are included for convenience of reference only and shall not control the meaning or interpretation of any of the provisions of this Agreement.
- 12.20. Notices.** All notices and other communications required or permitted to be given hereunder shall be given in writing and shall be delivered personally, mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service, addressed to a Party at its then principal place of business. Notice shall be deemed to have been duly given on the date of delivery (if delivered personally or by nationally recognized overnight courier service) to the Party who notice is to be given or as of the date indicated on the return receipt if delivered by U.S. registered or certified mail (or, if such

notice is refused, on the date when delivery of such notice is first refused). All notices will be sent to the following addresses:

If to CH:

CorroHealth, Inc.
Attn: General Counsel
6509 Windcrest Drive, Suite 165,
Plano, TX 75024
Email: legal@corrohealth.com

If to CLIENT:

County of Ventura
Attn: Health Care Agency
5851 Thille Street, Suite 100
Ventura, CA 93003
Email: hcacontracts@ventura.org

IN WITNESS WHEREOF, each Party has executed this Agreement as of the Effective Date.

CLIENT

CorroHealth, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____