

---

Advanced Primary Care Services Agreement  
Hidalgo County, Texas

---

**July 29, 2020**

---

*Confidential*



## TERMS SUMMARY

### Key Terms:

- a. **Anticipated Number of Participants to be Served at Services Commencement Date:** 6,000 +
- b. **Minimum Number of Attributed Participants during Term**
  - 1,000 for first 6 months of Services provided
  - 1,500 for months 7 through 12 of Services provided
  - And 2,000 starting the beginning of month 13 and forward
- c. **Effective Date:** July 29, 2020
- d. **Anticipated Services Commencement Date:** August 2020
- e. **Fee per Attributed Participant per Month:** \$45.00
- f. **Reimbursable Expenses (Pass Through Costs):** Off-site Labs

*Terms above are subject to the more detailed provisions contained the Advanced Primary Care Services Agreement.*

## ADVANCED PRIMARY CARE SERVICES AGREEMENT

This Advanced Primary Care Services Agreement (the “Agreement”) is entered into this 29th day of July, 2020 (“Effective Date”) by and between Hidalgo County (“Employer”), Vera Whole Health, Inc. (“Vera”), and Vera Whole Health WA, P.C (“Vera P.C.”). Employer, Vera, and Vera P.C. may each individually be referred to as a “party,” and collectively as the “parties.”

A. Vera provides management and administrative services to groups in support of certain advance primary care programs that are offered to members of such groups at Care Centers physically located on or near such group’s members.

B. Vera P.C. is a Professional Services Corporation that is associated with Vera and consists of physicians and other healthcare professionals who provide the clinical medical and wellness services to the group’s members at the Care Center(s) (as defined below).

C. Employer desires to engage Vera to provide certain management and administrative services and Vera P.C. to provide certain clinical healthcare and related wellness services, and Vera and Vera P.C. each desire to provide such services to Employer. In addition, Employer will appoint Vera as agent as further described herein.

D. Employer has contracted with Aetna to provide certain claims and healthcare payment administration for Employer’s health plan (the “Employer Health Plan”) and will administer payment under this Agreement for Employer. The party providing such services for the Employer shall be referred to herein as the “Third Party Administrator” or “TPA.” The TPA, Vera and Vera P.C. have entered into an agreement (“Network Provider Agreement”) which describes, among other things, certain services to be provided by Vera and Vera PC. The parties intend that if there are any inconsistencies, ambiguities or conflicts between this Agreement and the Network Provider Agreement or the Employer Health Plan, this Agreement shall control.

The parties agree:

### 1. Definitions.

#### 1.1 “*Attributed Participant*” means:

Participants are considered attributed as follows:

- a) Participants will be considered attributed to Vera (an “Attributed Participant”) as of the first of the following month of the Participant’s first office visit delivered either at a Vera care center or delivered via Vera telehealth. For example, if a Participant visits a Vera care center in January for the first time, that Participant is considered attributed to Vera as of February 1.

- b) If a Participant disenrolls from the Employer Health Plan, attribution will end as of the first of the following month. For example, if a Participant disenrolls on January 12<sup>th</sup>, they are considered unattributed as of February 1<sup>st</sup>.

Attributed Participant counts will be provided each month to Employer by Vera as further described in Schedule 2 of this Agreement.

1.2 “**Care Center(s)**” means the physical location of any Vera advanced primary healthcare Care Center(s) where the Participants receive the Clinical Services.

1.3 “**Clinical Services**” means the professional medical and healthcare services and related wellness programs provided by Vera P.C. to the Participants as stated in Schedule 1.

1.4 “**Fees**” means all fees payable by Employer in connection with the Services provided to Participants as stated in Schedule 2 of this Agreement.

1.5 “**Participant(s)**” are members of the Employer Health Plan and who Employer has designated as qualified to obtain the Services.

1.6 “**Provider(s)**” means each individual healthcare professional licensed by the state of Texas and employed or engaged by Vera P.C. to provide healthcare services to the Participants as further described herein.

1.7 “**Service(s)**” as used herein is a term that refers collectively to the combined suite of Clinical Services and Support Services (as described in Schedule 1) each of which are provided separately by Vera and Vera P.C. pursuant to this Agreement, but in practice are utilized in a combined manner by the Participants as part of the overall employee health benefits provided by their Employer. Consequently, further subsequent use of the term Services in this Agreement is solely for convenience and nothing by way of use of the collective term Services shall in any manner expressly or impliedly be interpreted to mean that the Clinical Services and Support Services provided by each respective corporation are merged or combined in any functional, legal, financial or operational manner or that Vera provides Clinical Services or engages in the practice of medicine.

1.8 “**Services Commencement Date**” means the date for which the Services are made available to the Participants by Vera and Vera PC.

1.9 “**Support Service(s)**” means the management and administrative services, including those stated in Schedule 1 that are provided by Vera in connection with the Services offered to Participants pursuant to the terms of this Agreement.

## 2. Engagement And Responsibilities Of The Parties.

2.1 Engagement For Services. Employer hereby retains Vera and Vera P.C. to provide the Services.

2.2 Clinical Control and Authority. Vera P.C. shall retain the control and authority to direct the medical, professional and ethical aspects of the Care Center. Nothing in this Agreement shall be construed to alter or in any way affect the legal, ethical and professional relationship between the Providers and the Participants. Neither Employer, TPA, nor Vera shall have any right to, responsibility for or participation in any decisions relating to the performance of or supervision or control over any physician or provider or the provision of Clinical Services or any professional or medical services provided or to be provided by Vera P.C., specifically including but not limited to, no participation in any decisions relating to patient evaluation, diagnosis, care, treatment options, appropriate procedures or tests, or referrals.

2.3 Administrative Control And Authority. Vera and Vera P.C. shall retain the control and authority to manage all operational aspects of the Care Center, including without limitation the following:

(a) Personnel. Vera P.C. shall have exclusive authority for selection of all personnel working in or for any Care Center.

(b) Other Vera Responsibilities. Vera shall also be responsible for all operational aspects of the Care Center including without limitation: (i) accounting and financial; (ii) inventory and supplies; (iii) collections and payments (including without limitation payment of a portion of the Per Participant Per Month (“PPPM”) fee to Vera P.C. as agent for Employer ); (iv) maintenance of all Participant files and records; (v) information technology and computer hardware, software, network support at the Care Center, and (vi) clerical and administrative office services at the Care Center.

(c) Employer and TPA Responsibilities. Employer shall perform or, as applicable, shall cause the TPA to perform, the following and all other applicable obligations under this Agreement:

(i) integrate the provisions of this Agreement and the Care Center arrangement into the Employer’s health plan and associated documents provided to Participants;

(ii) make all amendments, disclosures and reports required by state or federal law in connection with Employer Health Plan and associated documents.

(iii) as soon as reasonably practicable, and after the Care Center opening date, no later than the first (1st) day of each calendar month during the Term, Employer and/or

the TPA shall provide to Vera an accurate list of the identities and associated personal information of all Participants, including e-mail and mailing addresses (“Participant List”).

(iv) prior to the opening of the Care Center, Employer and/or the TPA shall (a) provide Vera with a current, updated summary of the Employer Health Plan and benefits it provides to Participants, and (b) during the Term, provide Vera with any amendments to such plan information at least thirty (30) days prior to the effective date of any such amendments.

(v) as soon as reasonably practicable and monthly during the Term, and to the extent permitted by applicable laws, Employer and/or the TPA shall provide Vera with at least two (2) years of medical and prescription claims history (“Claims History”) and monthly medical and prescription claims on-going for each Participant (collectively “Claims Data”).

(vi) cooperate with Vera using best efforts to inform Participants of the value of the Services and any incentive plan established by the TPA or Employer to encourage Participants’ use of the Services, and directly participate in and support the implementation, marketing, and education of Participants with respect to the Services offered by Vera and Vera P.C.

(vii) The Hidalgo County Commissioners Court has the sole authority to determine plan benefits and has currently authorized that the copayment for members to access the Care Center is a \$0 copayment on all Services including lab and pharmacy.

(viii) in connection with the facilitation of (a) wellness incentives being offered by the Employer and / or (b) enrollment/eligibility information for Participants, each of Vera and Employer may disclose protected health information to the other. To the extent that Employer requests information from Vera or Vera P.C. which contains protected health information, Employer shall insure that: (i) the party requesting information (the “Requestor”) is an employee of the group health plan sponsor (as such terms are defined in HIPAA, hereafter the “Plan” and the “Sponsor”) for which Vera and Vera P.C. perform certain functions pursuant to this Agreement; (ii) Requestor is identified in the organizational documents of the Plan as part of a class of employees who may have access to protected health information to perform certain plan administration functions for the Plan and hereby requests Vera and Vera P.C. to provide access to such protected health information of Plan enrollees to carry out those Plan administrative functions; and (iii) his/her request for access to such protected health information is pursuant to 45 CFR §164.504(f)(2) and that he/she will appropriately safeguard and limit the use and disclosure of such protected health information.

(e) Agency. The parties acknowledge and understand that certain of the fees payable under this Agreement by Employer and/or the TPA to Vera are payment for Services which will be provided by Vera P.C. The parties desire that Vera be responsible, as Employer’s agent, to make such payments to Vera P.C. and otherwise interact with Vera P.C. on all issues related to the Services. In as much, Employer hereby appoints Vera as Agent, and Vera hereby accepts such appointment (the “Agency”). The Agency is intended by the parties, based on the facts of the

relationship between Employer, Vera and Vera P.C. and the consent of the parties, to authorize Vera to make all payments due to and otherwise interact with Vera P.C. in connection with the provision of Services under this Agreement. The Agency is limited in scope to representing Employer, as its agent, in Vera's dealings with Vera P.C. The Agency shall not include authority to bind Employer to any contractual obligation or execute any agreements in Employer's name.

(f) Subcontractors. Vera will utilize subcontractors and vendors to provide certain Services under the Network Services Agreement and this Agreement. Employer acknowledges and approves the use of all subcontractors and vendors chosen by Vera to perform Services.

### **3. General Representations And Warranties.**

The parties represent and warrant as follows:

3.1 Each party has the right to enter into and perform this Agreement and nothing by way of entering into this Agreement, or performing any of the obligations stated herein, will constitute a default or breach (or an event which, with the passage of time or giving of notice, would constitute a default or breach) of any law or any agreement entered into by such party with any third party.

3.2 Each of the parties shall be responsible for complying with all applicable federal, state and local laws, regulations and restrictions in the conduct of their obligations under this Agreement.

3.3 The person signing this Agreement or any document referenced herein, has full power and authority to enter into this Agreement on behalf of each respective party.

3.4 Each party shall use its reasonable best efforts to fulfill all of its obligations so that the Services can be available to Participants no later than August 2020, (the "Anticipated Services Commencement Date").

### **4. Financial Arrangements.**

The TPA shall pay Vera the Fees as provided herein on behalf of Employer. Vera shall, on behalf of Vera P.C., collect payments with respect to Clinical Services and shall be responsible for remitting such amounts to Vera P.C.

### **5. Records.**

5.1 Delivery and Retention of Records After Termination; Access.

(a) Vera. Upon expiration or termination of this Agreement, Vera shall return to Employer all copies of records which do not include PHI (as defined below) that Vera has obtained or maintained on behalf of Employer for purposes of carrying out Vera's obligations under this Agreement. Vera may retain copies of all such documents. Additionally, Vera may retain Participants' Treatment Records for its own use and business purposes, without restriction, so long as such records are in a de-identified form.

(b) Vera P.C. Upon expiration or termination of this Agreement, Vera P.C. shall return or transfer Participant's treatment records which contain PHI ("Treatment Records") as directed by the Participant. Vera P.C. shall have the right to retain copies of all Participant Treatment Records for archival and regulatory compliance purposes.

(c) Access. Vera shall be entitled to have timely access from Employer to any archival records (held by Employer or TPA) necessary or required by an audit or investigation or review of Vera or Vera P.C. by a government agency, but only for the limited purpose of complying with such an audit or investigation and at all times consistent with Section 5.3.

5.2 Records Owned by Vera. Vera shall be entitled to retain for its own business purposes all internal records relating to its provision of Services under this Agreement.

5.3 HIPAA Compliance. Notwithstanding any of the foregoing, all parties to this Agreement agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and all applicable regulations promulgated thereunder, as well as applicable state laws and regulations, and have entered into a Business Associate Agreement in the form attached hereto as Schedule 3, for the protection of protected health information as that term is defined therein and in the HIPAA Privacy Rules ("PHI").

5.4 Access to Books and Records. The following clause is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; but if that section should be found inapplicable to this Agreement, then this clause shall be deemed not to be part of this Agreement and shall be null and void:

Until the expiration of four years after the furnishing of services under this Agreement, Vendor shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of Vera as are necessary to certify the nature and extent of the costs hereunder. If Vendor carries out any of its duties under this Agreement through a subcontract, for the value or cost of \$10,000 or more over a twelve-month period, with a related organization, such contract shall contain a clause placing the same duty on the subcontractor as this agreement places on Vera. This clause shall survive the termination of this Agreement according to its terms.

In the event the law or regulations are effectively amended to increase or decrease the annual amount necessary to require this clause, the amount set forth herein shall be deemed amended accordingly. Notwithstanding the presence of this clause in this Agreement, this clause shall only be applicable if the actual dollar amount paid during any twelve-month period equals or exceeds that governmental threshold amount.

## **6. Insurance.**

6.1 Insurance Maintained By Vera. Throughout the Term, Vera and Vera P.C. shall ensure that professional liability insurance is maintained for all licensed healthcare Providers with minimum coverage of at least \$1 million per claim, and \$5 million in the aggregate, and shall maintain commercial general liability insurance in the amount of \$1 million per claim, and \$2 million in the aggregate. Vera and Vera P.C. shall also maintain appropriate worker's compensation and employer's liability insurance coverage in accordance with at least the minimum amounts required by any applicable federal and state laws and regulations. Vera shall provide to Employer copies of these insurance policies upon request. Vera shall notify Employer immediately of any change in Vera's and Vera P.C.'s insurance status or coverage including, but not limited to, any insurance policy required hereunder being impaired, cancelled, or reduced by the insurance carrier or Vera and Vera P.C. for any reason.

## **7. Indemnification.**

7.1 To the fullest extent allowed by law and without limiting or compromising any available insurance coverage of either party, Vera, Vera P.C. agree to indemnify, hold harmless and defend Employer against any and all loss, injury, liability, claim, damage, cause of action or expense suffered by the other party resulting directly or indirectly, from: (a) any breach or failure to perform any of its responsibilities or obligations under this Agreement; or (b) any liability, damages, or injuries to other persons or the other party or to the property of other persons or to the other party caused by acts, omissions, negligence, or intentional acts of the indemnifying party, its employees, agents, Participants or representatives; or (c) any inaccuracy in, or breach of, any of the representations, warranties, covenants or agreements made by it in this Agreement, or (d) any claim that the Services or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party and/or is not in compliance with any applicable law, rule, regulation, contract, order of any governmental agency. The indemnification protection provided by this paragraph shall extend not only to Employer but also to its officers, directors, shareholders and employees. Further, the indemnification protection provided by this paragraph shall include, without limitation, reasonable attorneys' fees, interest, court costs and other reasonable costs and

expenses incident to proceedings, investigations or the defense of settlements paid arising from any such claims.

7.2 LIMITATION OF LIABILITY. IN NO EVENT WILL VERA OR VERA P.C. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST REVENUE, PROFIT, BUSINESS USE OR DATA) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OR EXCLUSION OF VERA OR VERA P.C.'S LIABILITY WILL APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATING TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THE AGGREGATE LIABILITY RELATING TO OR ARISING OUT OF THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT TO VERA IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. PROVIDED HOWEVER THAT THE LIMITATIONS SET FORTH IN THIS SECTION 7.2 SHALL NOT APPLY TO VERA OR VERA P.C.'S OBLIGATION TO INDEMNIFY UNDER SECTION 7.1 OR LIABILITIES ARISING OUT OF A BREACH OF SECTION 10.12 (CONFIDENTIALITY) OR A BREACH OF THE BUSINESS ASSOCIATE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, ANY FINES OR PENALTIES ASSESSED ON A PARTY UNDER APPLICABLE LAW ARISING OUT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT ARE DIRECT DAMAGES.

7.3 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Term And Termination.**

8.1 Term of Agreement. This Agreement shall commence on the Effective Date stated above and shall continue until terminated pursuant to this Section 8 ("Term").

8.2 Termination by Employer. Employer may terminate this Agreement as follows:

(a) In the event Vera or Vera P.C. materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default continues for a period of thirty (30) days after written notice thereof has been given by Employer to Vera, Employer may terminate this Agreement without further notice.

(b) In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Vera or Vera P.C., or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of debtors of Vera, except for the filing of a petition in involuntary bankruptcy against Vera which is dismissed within thirty (30) days thereafter.

(c) Notwithstanding any of the foregoing, at any time after the first twelve (12) months of Services Commencement Date, Employer may terminate this Agreement for any reason by providing Vera not less than one hundred eighty (180) days advance written notice of its intention to terminate this Agreement. If Employer elects to terminate the Agreement under this Section 8.2(c), Employer and Vera agree to reasonably cooperate to assist in a smooth transition to an alternate service provider and Employer and/or the TPA shall reimburse Vera and Vera P.C. for reasonable costs associated with such transition.

8.3 Termination by Vera or Vera P.C. Vera or Vera P.C. may terminate this Agreement as follows:

(a) In the event Employer or the TPA defaults in the performance of any payment obligation pursuant to this Agreement, and such default continues for a period of fifteen (15) days after Vera has provided written notice thereof to Employer, then Vera or Vera P.C. may terminate this Agreement without further notice.

(b) In the event Employer or the TPA materially defaults in the performance of any duty or obligation imposed upon it by this Agreement other than a payment default, and such default continues for a period of thirty (30) days after Vera has provided Employer with written notice thereof, Vera or Vera P.C. may terminate this Agreement without further notice.

(c) In the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Employer or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of debtors of Employer or the TPA, except for the filing of a petition in involuntary bankruptcy against Employer which is dismissed within thirty (30) days thereafter.

(d) Notwithstanding any of the foregoing, at any time after the first twelve (12) months after Services Commencement Date, Vera or Vera P.C. may terminate this Agreement for any reason so long as it provides Employer with not less than one hundred eighty (180) days advance written notice of its intention to terminate this Agreement. If Vera or Vera P.C. elects to terminate the Agreement under this Section 8.3(d) Vera agrees and Vera P.C. agree to reasonably cooperate with Employer and the TPA and to assist in a smooth transition to an alternate service provider.

**9. Intentionally left blank**

**10. General Provisions.**

10.1 Assignment. Neither party shall assign its respective rights and obligations hereunder without the written consent of the other, and any such assignment in violation of this section shall be considered void. Notwithstanding the above, Vera or Vera P.C. may assign its rights and obligations under this Agreement in connection with the sale or transfer by way of merger, consolidation or other similar transaction, of all or substantially all of its assets to any third party or affiliate.

10.2 Notices. All notices given under this Agreement shall be in writing and deemed given (a) when personally delivered; (b) three (3) days after having been sent by United States registered or certified mail, postage prepaid, return receipt requested; or (c) one (1) day after deposit with a commercial overnight courier with confirmed verification of delivery, and addressed:

To Vera and Vera P.C.:

Vera Whole Health, Inc.  
1511 6th Ave #260  
Seattle, WA 98101  
Attention: Chief Financial Officer

With a copy to:

Cairncross & Hempelmann, P.S.  
524 Second Ave. Suite 500  
Seattle, WA 98104  
Attention: Robert C. Seidel

**To Employer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either party shall indicate to the other in accordance with the provisions of this Section.

10.3 Binding on Successors. This Agreement shall be binding upon the parties hereto and their successors and assigns.

10.4 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

10.5 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard for conflicts of law principles. Exclusive venue for any legal action in connection with this Agreement shall be in King County, Washington.

10.6 Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties hereto.

10.7 Additional Documents. Each of the parties hereto agrees to execute any document or documents that may reasonably be requested from time to time by the other party to implement or complete such party's obligations under this Agreement.

10.8 Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party.

10.9 No Obligation to Third Parties. The terms of this Agreement are intended to be solely for the benefit of Vera and Employer and their successors and assigns, and none of the obligations and duties of Vera or Employer under this Agreement shall in any way or in any manner be deemed to create any obligation of Vera or Employer to, or any rights in, any person or entity not a party to this Agreement.

10.10 Entire Agreement; Amendment; Incorporation by Reference; Network Provider Agreement. This Agreement sets forth the entire understanding between the parties and there are

no other agreements or arrangements, either written or oral, between the parties and their Affiliates. If there is any inconsistency, ambiguity or conflict between this Agreement and the Network Provider Agreement or the Employer Health Plan, this Agreement shall control. The Agreement cannot be amended except by a writing signed by both parties. All Exhibits and Schedules attached to this Agreement shall be incorporated into and made part of this Agreement without specific identification or individual reference thereto.

10.11 Non-Solicitation. During the Term and for twelve (12) months after the termination of this Agreement, Employer shall not solicit, hire or otherwise engage any person employed by Vera or any affiliate of Vera to perform services for Employer or any other person.

10.12 Confidentiality. Employer, Vera and Vera P.C. each acknowledge that as a result of their participation in this Agreement, Employer, Vera, Vera P.C., and their respective agents, shall have access to and may receive certain confidential and/or proprietary information of one of the other parties (and will thereby become a "Receiving Party"), which is not readily ascertainable from other sources including, but not limited to, pricing or business strategies, or any other type of proprietary data or trade secrets relating to Employer, Vera or Vera P.C. ("Confidential Information"). Employer, Vera and Vera P.C. agree that none of the parties shall, at any time, without such other parties' prior written consent, disclose, or authorize or permit anyone under such parties' direction to disclose, to anyone not properly entitled to such disclosure, any Confidential Information relating to Employer, Vera, and Vera P.C., and Vera, Vera P.C. and Employer further agree that upon termination or expiration of this Agreement, with or without cause, Employer, Vera and Vera P.C. will not, without the prior written consent of the party who provided such Confidential Information (a "Disclosing Party"), use or disclose the Confidential Information of any of the other parties for its own business purposes, or for the business purposes of any other individual or entity. A Receiving Party shall have no obligation to maintain the confidentiality of any Confidential Information which: (i) the Receiving Party can demonstrate that it was known by Receiving Party prior to the disclosure thereof by the Disclosing Party; (ii) properly came into the possession of the Receiving Party from a third party which is not under any obligation to maintain the confidentiality of such information; (iii) is or becomes become part of the public domain through no act or fault on the part of the Receiving Party; or (iv) the Receiving Party can demonstrate that it was independently developed by or for the Receiving Party without the use of Confidential Information.

10.13 Force Majeure. None of the parties shall be liable to any of the other parties, or any third party, for failure to perform their obligations and responsibilities required herein in the event of strikes, lock-outs, acts of God, unavailability of supplies, or other events over which a party has no control for so long as such events continue and for a reasonable period of time thereafter, nor shall they be liable to any of the other parties for failure to perform any such obligations and responsibilities required herein in the event of strikes, lock-outs, natural disasters or acts of God, unavailability of supplies or other events over which such party has no control for so long as such events continue and for a reasonable period of time thereafter.

10.14 Independent Contractors. The parties hereto acknowledge that Vera, Vera P.C., Aetna, and Employer are “independent contractors” and nothing in this Agreement is intended nor shall be construed to create a partnership, joint venture relationship, or to allow Employer to exercise control or direction over delivery of the Services which are the subject matter of this Agreement.

10.15 Equitable Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement other than any payment obligations hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

10.16 Intellectual Property.

(a) Ownership. All right, title and interest in and to all Intellectual Property (as defined below) that was or is developed or licensed by a party prior to or during the Term, and is provided in connection with the Services, including without limitation any patents, copyrights, trademarks, trade secrets, or other similar intellectual property shall be owned exclusively by the party which developed or licensed the Intellectual Property. The delivery of Services by Vera or the use of the Services by Employer shall not convey any rights in the Service, express or implied, nor ownership in the Service, nor any party’s Intellectual Property rights thereto. Any rights not expressly granted herein are reserved by each party. The parties do not intend to jointly develop or create any joint intellectual property under or in connection with this Agreement. If the parties anticipate the creation of any joint Intellectual Property under this Agreement, they will negotiate in good faith an intellectual property rights agreement before the creation of any such joint Intellectual Property.

(b) Trademark License. The parties acknowledge and agree that certain trademarks, service marks, logos and product and service names are owned exclusively or licensed by Employer (“Employer Marks”). Subject to the terms of this Agreement, Employer hereby grants Vera, during the Term, a limited revocable non-exclusive license to use and display the Employer Marks (i) in connection with the Services provided by Vera to Employer under this Agreement; and (ii) for promotional, marketing or advertising purposes on Vera’s public website, and in Vera’s marketing materials created and used by Vera in connection with its business promotions.

(c) Intellectual Property Definition. “Intellectual Property” means any (i) patents, copyrights and registrations and applications therefor, (ii) trade secret rights arising out of the laws of any jurisdiction, and (iii) ideas, inventions, concepts, proprietary data, software, methods, processes, drawings, writings know-how, and all rights therein.

10.17 Survival. Any provision of this Agreement or any Schedule which, by its nature, would survive termination or expiration of this Agreement or any Schedule will survive any such termination or expiration, including without limitation Sections 3, 4, 6,7, 8 and 10.

*[remainder of page intentionally blank]*

DATED as of the date first mentioned above.

**Vera Whole Health, Inc.:**

**Hidalgo County:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Vera Whole Health WA, P.C:**

By: Vera Whole Health, Inc., its Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page – Care Center Agreement]

## SCHEDULE 1 SERVICES

**A. Vera Support Services:** Vera shall provide management services necessary and appropriate to operate the Care Center and to provide the non-medical Services, including without limitation:

- (1) Establish, prepare, maintain and routinely review protocols in the areas of direct clinical responsibilities, in accordance with those standards of practice and guidelines published by national boards, the Accreditation Council for Graduate Medical Education (ACGME) and/or other relevant healthcare agencies, which are appropriate in Vera's sole discretion.
- (2) Provide for staffing and scheduling for the Vera Care Center.
- (3) Provide for all Participant appointment scheduling for the Vera Care Center.
- (4) Promotion of cost containment and cost reductions in all areas of responsibility.
- (5) Review compliance with Medicare, Medicaid, state, federal, and other appropriate and relevant rules and regulations.
- (6) Administratively verify that all Vera P.C. Providers are properly licensed and credentialed.
- (7) Obtain and maintain equipment necessary for the operation of the Vera Care Center and the provision of Services
- (8) Verify that Vera P.C.'s maintenance of medical records is in accordance with Vera standards and applicable laws of Texas and the United States.
- (9) Verify that all Vera P.C. Providers maintain medical licenses in good standing in the State of Texas.
- (10) Provide periodic utilization reporting to Employer.
- (11) Provide monthly Attributed Participant count reporting to Employer as further described in Schedule 2 of this Agreement.

**B. Vera P.C. Clinical Services.** Vera P.C. shall provide certain Services at Care Center locations. These include without limitation:

- (1) Primary care, preventive care, health risk assessments to adult Participants, and non-emergency convenient care to pediatric Participants ages 3 and over, who are the dependents of Participants.
- (2) Electronic medical records;
- (3) Pharmaceutical assessment and management;
- (4) Health coaching;
- (5) Tailored health action plans;
- (6) Participant education;
- (7) Disease management and care coordination;
- (8) Ensure compliance with Medicare, Medicaid, state, federal, and other appropriate and relevant rules and regulations.
- (9) Specialist care coordination.
- (10) On-Site provider dispensed medications for routine one-time dose medications and starter packs for common maintenance medications

Note: Prenatal care is not offered and will be referred out.

**C. Temporary Service Disruption.** If, during the Term and for reasons outside of Vera's control, there is a disruption of Services which could include an inability to of Vera to perform care in the care center or any of its other care centers ("Service Disruption"), Vera shall provide Alternative Services for Employer. "Alternative Services" shall means appropriate Clinical and Support Services given the severity and cause of Service Disruption. The Alternative Services shall, through any reasonably practicable means, maintain the continuity of care for Participants and be, in all respects, in compliance with all applicable laws. The Alternative Services may include, without limitation, virtual care from our Providers through options such as telehealth, phone, video, text and email. Vera shall return to providing the Services as promptly as reasonably possible, bearing in mind the safety of our employees and the Participants, and in accordance with applicable laws and regulatory recommendations. So long as Vera is providing Alternative Services for Employer, the failure to provide the Services shall not be considered a Default under the terms of this Agreement and Alternative Services shall be deemed to mean Services for all purposes under the Agreement.

**D. Care Center Hours and Closures:** Vera and Vera P.C. shall, to its best ability and within reason, develop the Care Center hours that facilitate the greatest engagement potential for the Participant population. These hours will be developed in the context of engagement creating a reasonable work schedule for Vera P.C. Care Center staff, and providing for at a minimum 9 days for holiday closures, 2 to 4 days for Vera company all staff meetings, and with reasonable notice to Employer, closures from time to time for necessary Vera P.C. Care Center staff training. In addition, provider visits may be limited from time to time to allow for planned vacation and unplanned sick or other time off.

**SCHEDULE 2**  
**FEES**

1. Monthly Fees. TPA, on Employer's behalf, shall pay Vera as follows:

1.1 Fees for Services.

(a) Fees / Minimums. In consideration of the Services provided as described in Schedule 1, the TPA, on Employer's behalf, shall pay Vera a monthly fee based on the actual number of Attributed Participants for the calendar month calculated as provided in Section 1.1(b) below. The payment rate shall be Forty Five dollars and Zero cents (\$ 45.00) per Attributed Participant per month ("PPPM") (the "PPPM Fee"); provided however, in no case shall the PPPM Fee due and payable to Vera for Services be less than the following

**\$45,000 (based on a minimum Attributed Participant count of 1,000) for the first 6 months starting on the 1<sup>st</sup> of the month following the Services Commencement Date;**

**\$67,500 (based on a minimum Attributed Participant count of 1,500) for months 7 through 12 from the 1<sup>st</sup> of the month following the Services Commencement Date;**

**And,**

**\$90,000 (based on a minimum Attributed Participant count of 2,000) starting the beginning of month 13 from the 1<sup>st</sup> of the month following the Services Commencement Date and forward.**

(b) Calculation of Fees. The parties shall determine the monthly Attributed Participant counts for purposes of invoicing for the Fees as follows:

- (i) Vera shall, for purposes of each month in the Term, on or before the 5th business day of the following month, deliver to the Employer Health Plan representative a written report that provides a list of names and numerical count of the number of Attributed Participants for the applicable month ("Attribution List"). For example, on the 5th business day of March Vera will provide Employer with the list of Participant names that qualify for attribution for February.

Also by the 5<sup>th</sup> business day of the following month, Vera shall submit an invoice for the Fee's based on the number of Attributed Participants included in the Attribution List provided to Employer to TPA. Should the Attribution

List count be less than the minimums outlined above, the invoice will reflect the greater of the actual count times the PPPM Fee or the minimum Fee due. TPA shall pay, on behalf of Employer, such invoice per the terms in section 3 of this Schedule 2.

- (ii) Prior to the end of the calendar month after receipt of the Attribution List, Employer shall either: (A) confirm with Vera and the TPA that the Attribution List count is approved; or (B) dispute the Attribution List count by written notice delivered to Vera, which notice shall include the reasons for the dispute in reasonable detail. If Employer does not respond to confirm approval of or to dispute the Attribution List count within the required period, the Attribution List count shall be deemed approved.

If Employer disputes the Attribution List count, the Parties agree to make best efforts to resolve any dispute within 3 business days of dispute notice. After the dispute is resolved, the Parties shall retroactively adjust the invoiced amounts in order to properly account for the agreed upon Attribution List count as an adjustment on the next invoice. Should the Attribution List count be less than the minimums outlined above, the invoice will reflect the greater of the actual count times the PPPM Fee or the minimum Fee due.

1.2 Reimbursable Charges. In addition to the PPPM Fee and all other amounts provided for in this Agreement, Employer shall be responsible for the cost of all off-site laboratory costs incurred on behalf of Employer as a result of providing the Services to Participants. The TPA, on behalf of Employer, shall reimburse Vera for all Reimbursable Charges on Employer's behalf. Reimbursable Charges shall be billed monthly to the TPA as incurred and shall be payable by the TPA on behalf of Employer pursuant to the terms of Section 3 below.

2. Annual Increases For Services. By written notice to Employer given no later than sixty (60) days prior to the end of each anniversary of the Services Commencement Date during the Term, Vera shall have the right to increase the PPPM Fee for the following year under the Agreement in order to compensate Vera for additional incurred costs; provided however, in no case shall the Fee be increased in any year at a rate that is greater than the rate of the medical component of the Consumer Price Index published by the United State Bureau of Labor Statistics for the prior calendar year.

3. Pro-rations; Payment Terms; Penalty. All amounts due hereunder for monthly periods shall be prorated for any partial months. Payment terms for all amounts due herein shall be net 30 days from the date of the invoice. Any unpaid past due balance shall accrue interest at the rate of twelve (12%) per annum, but not to exceed the maximum amount permitted by law, and any late payments shall be subject to a penalty of five percent (5%) of the overdue amount, plus all reasonable costs incurred by Vera in the collection of any such amounts. All payments hereunder must be made via electronic payment system arranged by Employer and Vera

**SCHEDULE 3  
BUSINESS ASSOCIATE AGREEMENT**

By agreement of the parties, Hidalgo County (the "Covered Entity") and Vera Whole Health, Inc. and Vera Whole Health WA, P.C. (collectively, "Business Associate"), whose signatures have been affixed below, agree to the terms and conditions contained in this Business Associate Agreement ("Agreement"). This Agreement is effective as of the 29<sup>th</sup> day of July, 2020.

**RECITALS**

WHEREAS, the Business Associate has agreed to provide Covered Entity certain services which require Business Associate and Covered Entity to have access to, create, maintain, or transmit Protected Health Information between each other in order to provide the agreed upon services ("Agreement");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations Parts 160, 162 and 164 ("Privacy Regulations" and "Security Regulations");

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy Regulations and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**I. DEFINITIONS**

1.1 Terms used but not otherwise defined in this Agreement shall have the same meaning as set forth in 45 CFR Parts 160, 162 and 164.

**II. OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of PHI. Business Associate may Use and Disclose protected health information ("PHI") to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement provided that such Use or Disclosure would not violate the Privacy Regulations or Security Regulations if done by the Covered Entity.

Business Associate agrees not to Use or further Disclose PHI other than as permitted or required by this Agreement, or as required by law.

2.2 Adequate Safeguards for PHI. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.

2.3 Adequate Safeguards for EPHI. Business Associate warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information (“EPHI”) that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

2.4 Reporting Non-Permitted Use or Disclosure. Business Associate shall within five business days in writing notify Covered Entity’s Privacy Official of each Use or Disclosure of PHI, of which Business Associate becomes aware (other than Security Incidents, covered under the terms set forth below), that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement or by law. In addition, Business Associate shall report to the Covered Entity any Security Incident of which it becomes aware as follows: a) reports of successful unauthorized access shall be made within five business days; and b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported and subject to mutual agreement of the parties.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request, if allowed by law to do so.

2.6 Access to and Amendment of PHI and Accounting of Disclosures. Business Associate agrees to make available PHI (a) as required by 45 CFR Section 164.524; (b) for amendment and incorporate any amendments to PHI as required by 45 CFR Section 164.526; and (c) to provide an accounting of disclosures as required by 45 CFR Section 164.528, and to the extent applicable Section 13405(c) of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, codified at 42 U.S.C. §17932.

2.7 Privacy-Related Services Regarding Requests by Individuals. Upon receipt, Covered Entity shall, no later than five (5) business days following receipt of a request, provide notice to and forward any and all individual requests received pursuant to 45 CFR Sections 164.522, 164.524, 164.526 or 164.528 (collectively referred to as the “Requests”) to Business Associate at its last known address.

Upon Business Associate's receipt of the Requests, either from the Covered Entity or directly from the Individual, the Claims Administrator shall: (a) evaluate each Request consistent with the HIPAA Rules and the Business Associate's policies, procedures and practices; (b) for Requests that may affect the policies, procedures or practices of the Covered Entity, coordinate with the Covered Entity about evaluation of the Requests and mutually agree on the result; (c) for Requests that may involve the Covered Entity's other business associates, request information from the business associate identified by the Covered Entity necessary for fulfilling the Requests; (d) communicate the result of the evaluation directly to the Individual within the legal timeframes established for each type of Request; (e) notify the Covered Entity of the outcome of each Request identified by the Covered Entity at the time of notice to the Claims Administrator; and (f) implement each Request that is granted.

2.8 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with the same or substantially similar restrictions and conditions that apply to the Business Associate as set forth in HIPAA, the Privacy Regulations and Security Regulations, and this Agreement.

2.9 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable as determined by the Business Associate, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this paragraph.

2.10 Business Associate Practices, Policies and Procedures. Business Associate's privacy and security policies and practices shall meet current standards set by RCW 70.02.050 and the HIPAA Privacy and Security Standards (as may be amended from time to time) governing the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of access rights to system(s), and internal privacy standards, all designed to provide assurances that the requirements of this Agreement are met.

2.11 Reporting Breach of Unsecured PHI. Business Associate shall report promptly to Covered Entity a breach of Unsecured Protected Health Information without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached and other information as requested by Covered Entity. For purposes of the foregoing obligation, "breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, i.e., poses a significant risk of financial, reputational, or other harm to the individual, and as further defined in 45 CFR Section 164.402.

### III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices ("Privacy Notice") adopted in accordance with the Privacy Regulations. Covered Entity shall be responsible for maintaining and disseminating its Privacy Notice as required by the 45 CFR 164.520. The Covered Entity shall be responsible for modifying the Privacy Notice in the event that the Covered Entity or the Business Associate materially changes its privacy policies, procedures or practices that affect the Privacy Notice. The party necessitating the change to the Privacy Notice shall bear any reasonable costs associated with revising and distributing the Privacy Notice. The Covered Entity and the Business Associate will not institute such material change before the effective date of the Covered Entity's revised Privacy Notice.

3.2 Covered Entity shall not agree to any Requests regarding revocations, amendments or restrictions in the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosure of PHI hereunder until Covered Entity discusses the Request with Business Associate as outlined in Section 2.7.

3.3 Covered Entity and Business Associate will make reasonable efforts to request from Business Associate only the minimum amount of PHI necessary for its needed purpose. In addition, the Covered Entity and Business Associate will make reasonable efforts to only disclose to Business Associate the minimum amount of PHI necessary for Business Associate to perform the services agreed to between the parties and other functions and activities referenced in this Agreement. Finally, Business Associate will make reasonable efforts to use, disclose, or request only the minimum amount of PHI necessary from any third party to perform the services agreed upon between the parties and other functions and activities referenced in this Agreement.

### IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement or the Services Agreement, Business Associate may use Protected Health Information for the following additional purposes:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate as required by law.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as required by law, provided that the disclosures are handled in accordance with Section 2.1 above.

## V. TERM AND TERMINATION

5.1 Term and Termination. The term of this Agreement shall be perpetual unless terminated as a part of a termination of the services that necessitated this Agreement. Either party shall have the right to terminate this Agreement if the other party is in material breach or violation of its obligations regarding PHI under this Agreement or law. In the event that the breach cannot be cured and both parties determine that termination is not feasible, the non-breaching party may report such breach to the Secretary. Business Associate's obligations under Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 5.2, and 6.3 of this Agreement shall survive the termination or expiration of this Agreement.

5.2 Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement and/or the termination of services, Business Associate will, return or destroy, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Business Associate and Covered Entity determine that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

## VI. GENERAL TERMS

6.1 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to any agreement the parties enter into regarding the services performed by Business Associate, the provisions of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of an agreement that may be entered into from time to time.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, reasonable costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) material breach or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of Business Associate's obligations under this Agreement; and (c) an unauthorized disclosure of unsecured PHI caused by Business Associate or its subcontractors.

Covered Entity will indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, reasonable costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) material breach on the part of Covered Entity under this Agreement; (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of Covered Entity's obligations under

this Agreement; and (c) an unauthorized disclosure of unsecured PHI caused by Covered Entity or its subcontractors.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement benefit plan administrator's errors and omissions or professional liability insurance applying to all professional activities performed under this Agreement which shall include network privacy liability coverage. Such insurance shall name the Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.

6.5 No Property Interest. Except as may be specifically provided in this Agreement, Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of providing services to Covered Entity. All rights, interest, and title in and to Covered Entity's data, including all PHI, shall remain vested in Covered Entity at all times. Business Associate holds all rights, interest and title in and to provider pricing relating information, including billed amount, allowed amounts and other fee schedule-related information.

6.6 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality or security of personal health information applicable to health plans. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, and other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information applicable to health plans.

DATED as of the date first mentioned above.

**Vera Whole Health, Inc.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Hidalgo County:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Vera Whole Health WA, P.C.:**

By: Vera Whole Health, Inc., its Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_