HS GOVTECH™

May 23, 2024

Re: Sole source renewal - Tarrant County

Dear Mr. Richards,

This letter serves as agreement by HS GovTech Solutions Inc. to renew the license of the HSCloud Suite application for Tarrant County Environmental Health, and to explain the reasons that HS is the sole source procurement provider for the County's system.

The HSCloud Suite product was initially chosen by the County through the competitive bidding process (RFP) in which HS GovTech Solutions Inc. was determined to be the best value and functionality for the County.

The HSCloud Suite application is a unique product and service designed for environmental health, and more specifically is customized extensively to meet the specific needs of Tarrant County.

Much custom work has been done to our core product to enhance the efficiency of Tarrant County Environmental Health Department, and to meet their specific needs. The County has subsequently continued to refine and modify the system to their needs. Subsequent since the County selected HS, the majority of the other environmental health departments in the Dallas Metroplex have adopted HSCloud Suite as their data management solution of record (including Plano, City of Dallas, Ft. Worth, among others)

HS GovTech Solutions Inc. is the sole owner of the intellectual property of HSCloud Suite, and there are no authorized resellers at this time.

As such, HS GovTech Solutions Inc. is the only source from which to obtain this product and service customized for the county.

We are pleased to renew the license and service for up to 5 additional years at this time, and look forward to continuing to serve Tarrant County.

If there are any questions do not hesitate to contact me. 980-309-1749 or
Cameron@hscloudsuite.com

Cameron Garrison

Regards, Garrison
Executive Director of Operations

HS GovTech

TARRANT COUNTY PUBLIC HEALTH

Contract Renewal for HS Cloud Suite Application

Between:

Tarrant County
100 E. Weatherford
Fort Worth, Texas 76196

Contact: Sabrina Vidaurri, MS, RS
Associate Director- Health Protection & Response
Phone: 817-321-5315
savidaurri@tarrantcountytx.gov

And

HS GovTech USA
436 East 36th Street
Charlotte, NC 28205
www.HS GovTech.com
Contact: Cameron Garrison
Executive Director of Operations
Phone: 980-309-1749
Cameron@hscloudsuite.com

THIS AGREEMENT is made and entered into between **Tarrant County** ("County") located at
100 E. Weatherford
Fort Worth, Texas 76196
and **HS GovTech Solutions Inc.** ("**HS GovTech**"), an independent contractor with its corporate
office located at 436 East 36th, Charlotte, NC 28205.

WHEREAS the County desires to purchase the Web Based permit, financial, Inspection
application HS Cloud Suite *(HSCloud)* application software user licenses designed by and
hosted HS GovTech known at HSCloud Suite and the inspection application known as HSTouch
to be used by the County for data management services, and to perform inspections in the field
using Apple iPads, or Windows 10 devices. Services as enumerated in this contract including
secure data hosting and support/maintenance services from HS GovTech.

NOW THEREFORE, the parties hereto, each in consideration of the mutual promises and
obligations assumed herein by the other, agree as follows:

1. **Definitions**
    a) **"Application"** means the web-based application for permitting, inspections,
       complaints, and reporting - HS Cloud. It also includes an inspection
       application that is developed for the iOS, Android, or Windows operating
       systems - "HS Touch" - that uses the nature features on tablets using the
       operating systems which are downloaded from either from Microsoft App
       Store, Apple's App Store or Google Play Store.

    b) "**Confidential Information**" means any and all data or information that is
       known or used by a party that is not generally available to the public or that,
       by its nature or the nature of its disclosure, ought reasonably be known to be
       confidential or proprietary information of such party, and includes, but is not
       limited to, business information, specifications, research, software, trade
       secrets, know-how, designs, drawings, data, computer programs, customer
       names and other technical, financial and business information concerning a
       party, or any such information of clients or customers of a party, which is
       disclosed by or on behalf of such party to the other party.

    c) "**Custom Configuration**" means alterations to the Standard Application,
       requested by the County, to meet specific needs that vary from other similar
       departments. Configuration to the County's specs is included in the contract.

    d) **"Additional add-ons:** Should the County request in the future additional
       modules, or functionality that is due to a specific custom request by the
       County that is not a part of the SOW of this contract, those services would be
       quoted separately as an addendum to this contract.

    e) "Data" means all information, processes, documentation, marks and other
       intellectual property owned or produced by the County that is not Public Data.

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f) **"Decommissioning"** means the process of transitioning the County away from using the HS GovTech Software following termination or expiration of this Agreement, as more particularly set out in section 10.

g) **"HS GovTech Servers"** means servers operated and maintained by HS GovTech or co-located on which Data and Public Data may be stored and accessible by the County.

h) **"HSCloud"** Is the fully configured web-based application as well as supplementing API's that allows for deployment of enterprise level solutions to the client department.

i) **"HSTouch"** means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.

j) **"MyHealthDepartment"** means the citizens portal, that allows departments to interact online with their constituents. This includes the ability to post inspections results online, as well as allow operators to apply for permits, renew permits, and pay invoices and fees due to the County securely online.

k) **"HSPay"** means the merchant services processing for credit cards, debit cards, and ACH transactions through the MyHealthDepartment Citizens Portal. HS GovTech, and its partner merchant (CORE) is PCI compliant and processes payments, on behalf of our clients, in accordance with all state and federal security laws and regulations.

l) **"Public Data"** means any and all information entered into or stored in the Cloud by the County or by HS GovTech on behalf of the County that is published and made available to the general public – via the citizen MyHealthDepartment portal at the request of the County – or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to the County.

m) **"SOW"** means the statement of work attached as Appendix "A".

n) **"Standard Application"** means application functionality that is available out-of-the box including the configurability options in the system.

o) **"UAT"** means user acceptance testing.

p) **"User"** is defined as anyone who is given access to HS Cloud Suite or HS Touch by an authorized license, whether or not employed by the County.

q) **"Super User"** means a County user that has been delegated – by the County – authority to perform all admin functions in the system, including but not limited to; adding users and managing their permissions, ability to manage

documentation and interact with, and speak for the County, with support, and to have access to the configuration and system editing tools.

2. Scope of services
   a) HS GovTech will provide HS GovTech HS Cloud as set out in Appendix "A".
   b) HS GovTech will provide the services as set out in Appendix "A".

3. License to Use Software
   a) Subject to the terms and conditions specified in this Agreement, HS GovTech grants the County and its successors a limited, non-perpetual license (the "License") to use HS GovTech Software as indicated in the SOW for the duration of this Agreement, subject to the County paying the License Fee according to terms set out in Appendix C.

   b) The License Fee is calculated based on the specifications set out initially in and as memorialized in the SOW, The County agrees that, for any change over and above that agreed to scope, the County will give HS GovTech notice of such desired change. Upon written agreement by both parties to the modifications for new modules, functionality, or expansion of use base from this contract, the SOW will be amended in writing to reflect the changes, and the County will pay the modified SOW terms upon acceptance of said modifications.

   c) HS GovTech will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users and scope as defined in Appendix A, this may be amended under paragraph 3.b), using the HS GovTech Software, subject to payment for such software licenses and upgrades by the County.

   d) The County is responsible for and agrees to abide by all the provisions of this agreement for the HS Cloud, and HS Touch app, and will ensure that the County staff complies with the terms of this contract.

   e) The County acknowledges and agrees its license to, and accordingly its use of, the HS GovTech Software is at all times subject to the following limitations:

      i. No Modification or Reverse Engineering—The County will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HS GovTech Software, nor will the County translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HS GovTech Software.

      ii. No demonstration with intent to replicate – The County shall not demonstrate the software to a competitor, or any other company or person with the intent to create a similar or like product.

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    iii. No Rental or Timeshare Use—Except as permitted herein, the County will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HS GovTech Software in any way, nor will the County use of the HS GovTech Software in a computer service business, service bureau, hosting or time-sharing arrangement.

    iv. Unauthorized Equipment—The County will only use the HS GovTech Software on computing devices which are supported by HS GovTech and which meet certain minimum system requirements as laid out in this contract. From time to time as technology changes, HS GovTech will make its application available on new operating system updates and technology.

    v. Proprietary Notices —The County will not directly or indirectly remove any proprietary notices, labels or marks from the HS GovTech Software or other materials, including those indicating any intellectual property rights of HS GovTech or any third party unless otherwise agreed between the parties in writing.

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4. **Ownership of Software and Data**

a) HS GovTech warrants to the County that HS GovTech is the developer and owner of HS Cloud and HS Touch application, and has full rights to the said applications, and has the right to contract for, and distribute to the County required licenses and access to operate the HS GovTech Software.

b) In the event of any suit or claim against the County by any third party for damages and/or injunctive relief contesting ownership of the HS GovTech Software and/or the County's rights under this Agreement, HS GovTech agrees to, at its own expense, to indemnify the County against such suit or claim and to hold the County harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.

c) Further, if such suit or claim occurs or is likely to occur, HS GovTech will, at its own expense, either procure for the County the right to continue using the HS GovTech Software or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.

d) For greater clarity, the provisions of section 4.b) will not apply to the extent that any such claim relates to the County's combination of the HS GovTech Software with computing devices, systems or other software not approved by HS GovTech or otherwise contemplated hereunder, or in the event of the County's refusal to install any update or replacement provided pursuant to section 4.c).

e) All Data and Public Data, whether entered into or stored in the system by the County or by HS GovTech on behalf of the County, is and will remain the sole property of the County. The County hereby grants HS GovTech the irrevocable, royalty-free license during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data for the express purpose of executing delivery of the services in this contract to the County, including to extract, derive, compile, and publish the Public Data, and for any other purpose permitted hereunder. The County acknowledges that whether the HS GovTech Software uses HS GovTech Servers or third-party servers, the Supporting Software will transmit Data to HS GovTech Servers for the purpose of performing functions on the Data required by this Agreement and to collect the Public Data.

5. Obligations of the County

The County will designate staff members to provide the following functions under this Agreement:

a) County Administrator: This individual is responsible for Administrator functions within the system, for the County.

b) The County agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves the organization.

c) The County will provide access to HS GovTech's online learning material for all Users using HS Cloud Suite.

d) If the County supplies the computing devices to operate the Supporting Software, the County is responsible, with support from HS GovTech, to install the HS Touch Application on the County computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the Supporting Software on such devices.

e) The County will pay the fees set out in Appendix C on the terms and conditions provided therein.

6. Term

a) The term of this Agreement will be for twelve (12) months with the option to renew four (4) additional twelve (12) month periods.

b) HS GovTech will provide a written 60 days notice prior to the expiration of this agreement. This agreement will renew, upon mutual written consent, under the same terms and conditions for one year at the expiration of the initial and each subsequent term unless:

    i. The County and HS GovTech enter into a new written agreement which replaces this Agreement, or;

ii. The County provides a Notice of Termination, as prescribed herein, to HS GovTech of its intent to terminate this Agreement and its use of the HS GovTech Software.

7. Software System Upgrades and Changes

a) The License Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with the County's specific needs and requirements. It does not include any Custom Development, such as design changes to modules deployed for the County that are outside the normal configuration options of the HS GovTech Software. Printforms (i.e., permits, inspections, etc.) are modifiable for no additional fee if mandated by state or local ordinance changes, phone number, office address or logo changes. Changes that are discretion design in nature, but not regulatory, are only covered once per year. Non regulatory changes greater than once per year, will be billed as a change fee. A year is defined by a rolling twelve-month basis.

b) HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HS GovTech Software resulting from system upgrades and changes.

8. Intellectual Property

a) The HS GovTech Software will, at all times, remain the property of HS GovTech, subject only to the license of use granted herein, specifically excluding any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the HS GovTech Software, or any portion thereof, by the County except as follows:

i. Upon the transfer, or merger of substantially all the assets of the County to a successor organization, this Agreement and the rights and obligations of the County herein may be assigned to such successor.

b) The County grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all innovations, suggestions, and feedback. ("**Feedback**") regarding the HS GovTech Software suggested by the County staff, provided that the Feedback pertains to the operation or design of the HS GovTech Software, or of possible future extensions of the HS GovTech Software, and is either presented in an area not private to the County or is sent directly to HS GovTech. Such Feedback is given to HS GovTech on an "as is" basis and the County does not provide any warranty regarding the Feedback.

9. Breach/Termination for cause

a) The parties agree this contract may be terminated for convenience upon thirty (30) days' prior written notice to the other party. Additionally, the parties acknowledge this the County is a governmental entity and may terminate this contact for future fiscal years during which funds are not allocated for the performance of this Agreement.

b) In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon thirty (30) days' notice to the other party and the provisions set out in section 10 for Decommissioning will not apply.

10. Decommissioning

a) Upon termination of this Agreement or its expiration without replacement, the County will immediately cease using the HS GovTech application. HS GovTech will transmit all data captured using the system, all County data stored on the HS Cloud system, and any other copies HS GovTech created to the County and securely erase all data from the HS Cloud servers and any other location where copies might have been stored within thirty (30) business days of the effective termination date. The data will be provided in a SQL backup file (.bak file), or comma delimited if requested by the County. For decommissioning to occur all outstanding monies owed to HS GovTech by the County must be paid in full at the time of decommissioning. If the County is in arrears at the time of decommissioning request, the agency will begin their 30 days decommission cycle upon full payment of the arrearages owed.

11. Confidentiality

a) Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.

b) Without limiting the foregoing, HS GovTech will (a) ensure that all copies of the Data will be secured behind a professionally configured firewall, (b) use database systems with adequate and reliable security and will make regular security checks on these systems, and (c) HS GovTech will supply the PAC with copies of the results of such checks upon request. The County agrees that it will treat these results as HS GovTech's Confidential Information.

c) Upon termination of this Agreement or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party

will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.

d) The obligations of confidentiality set out in this section 11 will not apply in respect of uses or disclosures of Confidential Information where:

    i. The disclosure consents in writing,

    ii. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the party proposing to disclose the Confidential Information gives the other party notice as may be practicable in the circumstances to contest or protect the required disclosure, or

    iii. The party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this Agreement, The Confidential Information (A) is available in the public domain or is Public Data, (B) was disclosed to it by a third party without violating confidentiality obligations, or (C) was already known by it or was subsequently developed by it without any use of Confidential Information.

12. Protected Health Information

a) HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (PHI) in accordance with the NIST 800-53 Security Guide should the County require that HS GovTech, subcontractors(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of the County. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

b) HS GovTech will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

c) Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.

d) HS GovTech will implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications

800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.

e) HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the County upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

f) HS GovTech will provide reports or additional information upon request of the County and access by the County or the County's designated staff to HS GovTech's facilities and/or any location involved with providing services to the County or involved with processing or storing County data, and HS GovTech shall cooperate with County staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or County law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HS GovTech shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the County thereof.

g) HS GovTech will report any security incident to the appropriate County identified contact immediately. If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any County content that is subject to applicable data breach notification law, HS GovTech shall:

  i. Promptly notify the appropriate County identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,

  ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner

  iii. Cooperate with the County as reasonably requested by the County to investigate and resolve the data breach,

  iv. Promptly implement necessary remedial measures, if necessary, and

h) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

i) Access to County data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance to their

assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

j) HS GovTech will deliver to the County, if applicable, it's annual SOC2 Type 2 audit within 30 days of it's completion each year.

13. Indemnification

a) HS GovTech agrees that it will defend, indemnify and hold the County harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of HS GovTech or its officers, employees, agents or assigns, except to the extent that any such liability relates to any actions of the County, the Users or any other employees or contractors of the County. The County will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.

b) HS GovTech agrees to compensate the County for any loss or damages caused directly by HS GovTech to the County's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.

c) HS GovTech agrees to provide the County proof of liability insurance prior to commencing work under this Agreement. Please see Appendix D for our standard insurance coverages.

d) The County acknowledges that the licensed software provided by HS GovTech constitutes part of an information system to be used by the County, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

a) All notices will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either party may request by notice. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To the Company:
HS GovTech Solutions Inc.

436 East 36th Street
Charlotte, NC 28205
Telephone: 1 (704) 519-8964
Web: www.hscloudsuite.com
Contact: Cameron Garrison, Director of Business Development
Cameron@hscloudsuite.com

To the County:

5001 N Riverside Drive, Suite 105
Fort Worth, TX 76137

Contract Contact	Accounts Receivable Contact
Contact: **Sabrina A. Vidaurri**	Contact:
Phone: 817-321-5315	Phone:
Email: savidaurri@tarrantcountytx.gov	Email:

b) If normal mail service or email are interrupted by strike, slow down, Force Majeure, or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the parties sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

Force Majeure

Neither party is liable for any delay, interruption, or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

15. Information Management Responsibilities

HS GovTech will comply with all applicable privacy laws, rules, and regulations of the jurisdiction in which the County is located. HS GovTech will further provide a copy of its annual SOC2 audit, if applicable, to the County within thirty (30) days of it's completion each year.

16. General

a) This Agreement, the schedules and all attachments referenced herein will constitute the entire Agreement of the parties and will supersede all prior negotiations, proposals, and representations, whether written or oral.

b) This Agreement may not be modified except by subsequent agreement in writing executed by both the County and HS GovTech.

c) It is mutually agreed by and between the parties that the relationship between the County and HS GovTech will be that of independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. The County is interested in the results achieved and the conduct and control of the work will lie solely with HS GovTech. HS GovTech is not entitled to any of the benefits the County provides its employees. It is further understood that the County does not agree to use HS GovTech exclusively. Moreover, it is understood that HS GovTech is free to contract for similar services to be performed for other parties while under contract with the County.

d) It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

e) It is mutually agreed and acknowledged by and between the upon breach of the intellectual property rights to HS GovTech Software or Confidential informaton, HS Gov Tech may seek injunctive or other equitable relief against the breaching party from any court of competent jurisdiction..

f) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in Tarrant County, Texas and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.

g) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

h) This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal

representatives, successors, and assigns. The County may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.

i) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

j) *Compliance with Laws.* In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

k) *Entities that Boycott Israel and Prohibition against Involvement with Iran, Sudan, and Foreign Terrorist Organizations.* In compliance with Texas Government Code Section 2252.152, if applicable, HS GovTech verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. HS GovTech further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

l) *Trade Associations.* In compliance with Section 2274.002 of the Texas Government Code, if applicable, HS GovTech certifies it does not boycott energy companies and shall not boycott energy companies during the terms of this Agreement. "Boycott energy company" is defined in Section 809.001(1) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

m) *Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.* In compliance with Section 2274.002 of the Texas Government Code, if applicable, HS GovTech certifies that it does not have a practice,

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policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the ____ day of _____, 202__

For HS GOVTECH SOLUTIONS INC.:   **For For County:**

6/12/2024 _____   _____

Date   **Silas Garrison, CEO**

          Date

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Appendix "A"

Environmental Health and Code Enforcement Scope of Work

Existing Modules for renewal included in this contract:

HS GovTech shall provide full functionality for the County to be able to conduct all their permitting, inspection, data collection, reporting, and management needs including inspections in the field for the following program areas:

- Food
- Pools

Additions:

- **Catalis Integration – including terminal POS integration with HSCloud Suite - for POS and online processing (via HS Gateway) through Catalis.**
- **Addition of (5) users**

   Financial, and receipting module, for all programs included in system
   - HS Pay - Ability to use system for credit, debit, and ACH payments - including online by operators.
- Reporting - including Ad-Hoc - capabilities for all programs included above
- Full capability to perform inspections in the field on iPads or Windows Surface Pro devices (County chooses hardware). These devices have full functionality even when disconnected.
- Ability to display inspection results online for the general public, and a full-service portal for County constituents to be able to apply for permits and licenses online, track existing licenses, and pay fees, with the Health Department
- Data conversion from existing databases to HS Cloud Suite for the program areas listed above.
- "Form-builder" tool that allows the County to add, remove, and modify all fields and functionality in system. This includes the ability to publish any form or application online to the public portal to allow operators to interact with the City / County online
- Hosting (unlimited bandwidth and storage space) maintenance, and technical support
- Training for County users for go-live. On-site training upon request could constitute an additional fee.

Configuration Tools:

Provided will be the Configuration Tools that provide the following functionality:

   a) Form Builder: Form builder provides back-end access to all tools/tables in the system, allowing the Admin user to add data entry fields, edit current data entry field formats, upload, and hook up a printed output from any tool, modify

variables of features on all tools/tables, add new tools/tables to the system, and manage the relationship between all tools and tables. HS GovTech staff will assist in using this tool during implementation.

b) Violation Library: This tool allows the client to manage all aspects of the violation data that populates the inspections for all programs used, including library of items, selection types, scoring logic, predefined comments, violation municipal code library, printed output.

c) Program and Permit Type Manager: Which allow the full management of all programs and their individual permit/license types.

d) Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

Detailed User Manual and Training:

a) Provided will be its standard user's manuals and video's – in electronic format - that covers all the core features of the system, including the configuration tools. Should the agency wish for additional custom documentation to be created, a scenario that is not typically necessary, branded for their agency, HS GovTech can provide a custom documentation quote upon request by the County.

b) HS GovTech will provide onsite, or virtual, training at go-live for County users.

Hosting:

a) Service includes web hosting, data storage, data backup and publishing Public Data, which includes inspection information configured to meet the requirements of the County,

b) HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Appendix B

c) HS GovTech will allow access, via the Internet, to the system servers.

Support and Maintenance:

Any issue or needs with ongoing use of the system can be handled by using the HSCloud Support Feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three business days. Any change or additional functionality requests - outside the scope of this

contract - will be reviewed and assessed, and if approved, a quote for the work will be provided.

Appendix "B"
Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance. The HS GovTech 99.99% uptime guarantee sets standards for service in these critical areas:

Network Availability

Network uptime occurs when the functionality of all HS GovTech network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and HS GovTech. Should a network outage occur that results in Client system unavailability, HS GovTech will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket-tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the HS GovTech server comes back online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HS GovTech will credit the Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

Maintenance and escalation (scheduled and unscheduled)
HS GovTech will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HS GovTech will immediately notify Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours HS GovTech will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty
Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST except for federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

Additional Services
Hosting of Client data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.

Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case-by-case basis and scheduled for completion based on priority. Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the offline version, or Field Client.

Exceptions
Clients with delinquent accounts may not take advantage of our uptime guarantee. The Client must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

Appendix C
Contract Fees and Payment Schedule:

1. **Fees**
   a) The fees payable under this Agreement are as follows:

   - Set-up: Configuration, data conversion, and implementation to HS Cloud Suite for the state mandated programs listed in the scope is:

   Catalis Integration – including terminal POS integration with HSCloud Suite - for POS and online processing (via HS Gateway) through Catalis.

   -Setup and implementation fee (including terminal POS integration): **$17,900.00**
   -Gateway integration fee: **$649.00 per month (to be billed annually)**

   - The annual cost for warranty, hosting, maintenance, and technical support is;

     $22,230.00 plus addition of (5) users $4,275.00 and Gateway integration fee: annual $7788.00 =
     $34,293.00

   b) Payment schedule and terms:
   - 50% of the set-up fee ($8,950.00) upon receiving and approval of the Gateway implementation plan.
   - 50% of the set-up fee ($8,950.00) upon acceptance of Gateway.
   - Yearly license, hosting, maintenance, and technical support ($34,293.00) due July 1, 2024 and on the anniversary thereof after.
   - Payments will be subject to Texas Government Code, Title 10, Subtitle F, Chapter 2251 ("Texas Prompt Payment Act").

2. **Term:**
   a. The term of this Agreement will be for twelve (12) months with the option to renew four (4) additional twelve (12) month periods.
   b. The parties acknowledge the County is a governmental entity and may terminate this Agreement during any future fiscal years during which funds are not allocated for the performance of this Agreement.

Appendix D
Standard Insurance Coverages

BFL CANADA

1177 West Hastings Street, Suite 200, Vancouver, BC V6E 2K3
T. (604) 669-9600 | 1 (866) 669-9602 | F. (604) 683-9316

CERTIFICATE OF INSURANCE
No. 23-037

This is to certify to:
Tarrant County
100 E. Weatherford St
Fort Worth, TX 76196 USA

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **HS GovTech Solutions Inc and HS GovTech USA Inc**
Address: **12 - 8465 Harvard Place**
Chilliwack, BC V2P 7Z5

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:
Evidence of Insurance

Type	Insurer(s)	Policy Number	Policy Period from (mm/dd/yyyy) to (mm/dd/yyyy)	Limit of Insurance All limits are in USD currency	
Commercial General Liability	Certain Underwriters - 100% as arranged through Beazley Canada Limited	W19856223A	12/01/2023 to 12/01/2024	$2,000,000 $2,000,000 $1,000,000	Bodily Injury and Property Damage - per Occurrence Personal Injury Non-Owned Automobile Liability
MediaTech Errors & Omissions Liability	Certain Underwriters - 100% as arranged through Beazley Canada Limited	W19856223A	12/01/2023 to 12/01/2024	$1,000,000	each Claim

Additional Information:

Additional Insured(s) added to the Liability policy(ies), but only with respect to liability arising out of the operations of the Named Insured as it relates to the activity to which this certificate applies: **Tarrant County and its officers, employees, and elected representatives with respect to Commercial General Liability only**

Waiver of Subrogation is granted in favour of Tarrant County and its officers, employees, and elected representatives under the Commercial General Liability policy

Should one of the above-noted policies be cancelled on or before the expiry date shown, the Insurer(s) will endeavour to provide 30 days' written notice to the Certificate Holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.

For the purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Risk and Insurance Services Inc.

Signed in Vancouver, BC on May 24, 2024

Per:

Jamil Karimani - *Authorized Representative*

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
ROBERT E HARRIS INSURANCE AGCY INC 72180361 3150 BRISTOL STREET SUITE 200 COSTA MESA CA 92626	PHONE (A/C, No, Ext): (714) 619-4480		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates		00914
INSURED HS GOVTECH USA INC. 114 W MAGNOLIA ST STE 400 111A BELLINGHAM WA 98225-4380	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident)	
	HIRED AUTOS ☐ NON-OWNED AUTOS ☐						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE	
	DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	72 WEC ZF5920	07/07/2023	07/07/2024	X PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
Tarrant County 100 E WEATHERFORD ST FORT WORTH TX 76196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Susan L. Castaneda*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

05292024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

Kimberly Colliot Wesley
Criminal District Attorney's Office*

_____
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.