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Clinisys, Inc. ("Clinisys")

ORDER ADDENDUM #1

Client Name ("Client"):	Tarrant County d/b/a Tarrant County Public Health Laboratory		Site Code: TCP
Bill to Address:	100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76102		
Ship to Address:	Same as above		
LA Effective Date:	October 6, 2020	SMA Effective Date:	October 6, 2020

This Order Addendum ("OA") is entered into by and between Clinisys, as successor-in-interest to Horizon Lab Systems, LLC, and Client and is effective as of the date of the final signature hereto ("OA Effective Date"). This OA addends the following existing agreements, as amended or addended, between Clinisys and Client: (i) Software License Agreement dated as of the LA Effective Date referenced above ("LA"), and (ii) the Software Maintenance Agreement dated as of the SMA Effective Date referenced above ("SMA"). Client agrees to purchase the goods and services listed herein subject only to the terms and conditions of the LA and the SMA, which terms are hereby incorporated by reference, and this OA (collectively, the "Agreement").

AGREED TO AND ACCEPTED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES

Tarrant County

By: _____
(Authorized Signature)

Name: Tim O'Hare

Title: County Judge

Date:_____

Clinisys, Inc.

DocuSigned by:

By: _____
(Authorized Signature)

Name: Anne Rounds

Title: Director of Contracts

Date: 19 December 2023 | 22:50 GMT

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: $_____

Kimberly Colliet 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.

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SUPPLEMENTAL TERMS AND CONDITIONS

1. **Capitalized Terms**. Unless otherwise defined herein, all capitalized terms have the meaning set forth in the LA or the SMA.
   1.1. **"Affiliate"** means an entity controlling, controlled by, or under common control with, a party, where "control" means the ability to direct the management of such entity in any manner.
   1.2. **"Authorized User"** means any person or entity authorized by Client to use the Hosted Service.
   1.3. **"Client Data"** means all Client data entered into, processed, and resulting output data received through use of the Hosted License.
   1.4. **"Critical Update"** means an Update intended to remedy patient safety or critical security issues, or third-party infringement claims against the Hosted Service.
   1.5. **"Documentation"** means the user guide(s), installation instructions, user instructions, release notes, manuals and on-line help files in the form generally made available by Clinisys to its customers regarding the functional and operational capabilities of the Hosted Service.
   1.6. **"Error"** means a material failure of the Hosted Service to conform to its functional specifications as described in the Documentation.
   1.7. **"Hosted License"** means any Software or third party software (as applicable) the licenses for which are converted for use, migrated, deployed and used by Client and its Authorized Users in a Clinisys-hosted environment.
   1.8. **"Hosted Service"** means the Subscription services designated as "Hosted Service" in the OA, which include Support and information technology infrastructure managed by Clinisys, to enable Client's use of Hosted Licenses.
   1.9. **"Initial Term"** has the meaning set forth in Schedule A of this OA.
   1.10. **"Live Operation"** means the first date on which the Hosted Service, or a portion thereof, is capable of productive use by Client.
   1.11. **"OA Term"** means the Initial Term and any Renewal Term, collectively.
   1.12. **"Release"** means a new or upgraded version of the Hosted Service containing improvements, Updates and bug corrections, as may be identified by a change in the numeric designation. Releases exclude new products or services for which Clinisys generally charges a separate license, subscription or services fee.
   1.13. **"Renewal Term"** has the meaning set forth Schedule A of this OA.
   1.14. **"Subscription"** means a product or service designated as "Subscription" in this OA, for which Clinisys has granted Client use during the OA Term.
   1.15. **"Support"** for the purposes of this OA, means (i) the support and maintenance services provided for the Hosted Licenses under the terms of the SMA; and (ii) the support and maintenance services provided for the Hosted Service, under the terms of this OA.
   1.16. **"System Requirements"** means the Clinisys-specified hardware, third party software, operating system configuration, network requirements and other technical specifications for the Client's environment and User System, as modified from time to time by Clinisys, to enable Client's use of the Hosted License(s) on the Hosted Service.
   1.17. **"Update"** means a minor modification or enhancement to the Hosted Service (including corrections to Errors).
   1.18. **"User System"** means any computer hardware, software, telecommunication, connections, or other equipment necessary for Clinisys to interface with the Client's systems (i.e., a gateway, user workstations, etc.) or for Client and its Authorized Users to access or use the Hosted Services from Client's or Authorized Users' facilities, in accordance with the System Requirements, all of which is owned and/or maintained by Client.

2. **Rights**
   2.1. **Access and Use**. During the OA Term, Clinisys grants to Client a non-exclusive, non-assignable, non-transferable and limited right for Client and its Authorized Users to access and use the Hosted Service solely for Client's own internal business purposes, in accordance with the limitations in the Agreement. Client agrees it will be responsible for (i) its Authorized Users' access to and use of the Hosted Service, and (ii) enforcement of these terms against such Authorized Users.
   2.2. **Copies**. Client may make a reasonable number of copies of the Documentation solely to support use of the Hosted Service. All proprietary rights and notices must be reproduced and included on such copies.
   2.3. **External Information**. The Hosted Service may contain links to or content from third party information sources ("**External Information**"). Client understands and agrees External Information is provided by Clinisys solely for convenience and that Client's and its Authorized Users' use of External Information is subject exclusively to the terms of the relevant provider's licensing terms. Clinisys makes no warranties of any kind as to the External Information, including merchantability or fitness for a particular purpose, nor does Clinisys accept any liability with respect to the External Information.
   2.4. **Hosted Licenses**. For the avoidance of doubt, Clinisys' provision of the Hosted Service does not infer nor imply any rights or obligations to and for Hosted Licenses other than those contained in the Agreement.

3. **Restrictions**. Except as otherwise expressly permitted in the Agreement, Client and/or its Authorized Users may not, and they may not allow any other person to, directly or indirectly:
   3.1. use the Hosted Service in excess of the limitations as stated in this OA, such as the maximum number of users, devices, reports or similar terms;
   3.2. copy, republish or make the Hosted Service available to any person other than an Authorized User, including but not limited to, providing service bureau, time-sharing or other computer hosting services to third parties;
   3.3. remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the Hosted Service;
   3.4. change, alter, translate, reverse engineer, decompile, disassemble, modify, create derivative works of, or otherwise attempt to derive any source code, algorithms, structure or organization of the Hosted Service;
   3.5. use or facilitate use of the Hosted Service in any way that is harassing, harmful, obscene, threatening, libelous, or otherwise tortious, or for illegal, abusive, or unethical activities (including violations of law or privacy, hacking or computer viruses);

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3.6. collect any information from the Hosted Service using "web-bots", "scraping", "crawling", "spidering", or any other method not explicitly approved in writing by Clinisys;

3.7. provide, post, or transmit any data infringing or violating any intellectual property rights or publicity/privacy rights, or containing any viruses or programming routines that may damage, interrupt, or appropriate the Hosted Service;

3.8. use any of Clinisys' Confidential and Proprietary Information to create any product or service similar to or competitive with the Hosted Service;

3.9. alter in any way any source code and/or any controls enabling or restricting access to the Hosted Service;

3.10. use the Hosted Service in any manner that violates the terms of the Agreement, including in violation of any applicable law, regulation or commonly accepted standards of network and application usage; or

3.11. operate the Hosted Service on any User System not meeting the System Requirements.

Breach of any of the foregoing restrictions is a material breach of the Agreement, voids any applicable warranties hereunder and relieves Clinisys of any obligation to provide Support for the Hosted Service and Hosted License(s).

4. **Implementation.**

4.1. Promptly following execution of this OA, Clinisys and Client will develop an implementation plan for the implementation and delivery of the Hosted Service, designating the Parties' relevant responsibilities and project timelines ("**Implementation Schedule**"). Clinisys and Client agree to cooperate in the timely performance of their respective tasks set forth in the Implementation Schedule and Schedule B hereof

4.2. Client agrees to complete implementation and accept delivery of all products and services set forth in this OA within twelve (12) months from the OA Effective Date ("**OA Duration**").

4.3. Travel and Expenses

    (a) Clinisys shall receive reimbursement for certain travel expenses only as authorized in advance by Client. Such expenses may include: airfare (economy or coach class only), lodging, Dallas-Fort Worth transportation expenses (economy rental car, taxi/Uber, etc.) and subsistence during specific travel periods. Mileage to/from Clinisys' airport is not reimbursable. Valet parking is not reimbursable.

    (b) Reimbursement for travel is based on actual receipts. Meals shall not exceed the meal per diem rates set forth by the Tarrant County Travel Policy provided to Clinisys. Nightly hotel rates shall not exceed the current rate published by the U.S. General Services Administration. To receive reimbursement, Clinisys must submit valid receipts and supporting backup. Clinisys will not receive reimbursement for unauthorized or unsupported expenses. If a baggage fee is charged, Client will only reimburse for one (1) personal piece of luggage and will not pay for overweight charges.

    (c) Authorized reimbursable expenses will not exceed $1,500 per trip without prior approval in writing from Client.

    (d) All travel expenses must be invoiced within sixty (60) days of completion of travel.

Client Responsibilities.

4.4. **Assistance.** Client must provide commercially reasonable information and assistance to Clinisys to enable Clinisys to deliver the Hosted Service.

4.5. **User System.** Client must procure and support any User System and provide Clinisys with access to the User System at any time such access is needed for Clinisys to perform its responsibilities under this OA. Client's failure to provide access as required herein will result in suspension of any performance by Clinisys of its responsibilities and relieve Clinisys of any related contractual obligation to perform its responsibilities for so long as such access is not provided.

4.6. **Security.** Client is responsible for the security of its facilities, data centers, servers, network, backup systems, computing equipment, and information transmission, storage and User System. Client must immediately notify Clinisys of any: (i) known or suspected breach or cybersecurity incident, including but not limited to ransomware, malware or a denial of service attack; (ii) unauthorized use of any password or user ID; or (iii) suspected or known unauthorized use of the Hosted Service. Upon notification, in its sole and reasonable discretion, Clinisys may suspend Clinisys' connections to Client's systems (as applicable) or Client's connection to the Hosted Service until Clinisys determines there is no threat to the security of Clinisys' systems and/or Hosted Service.

4.7. **Permissions.** Client must obtain all necessary permissions from the owners and/or subjects of the Client Data prior to uploading any Client Data to the Hosted Service. Client is solely responsible for the collection, input and update of all Client Data stored and used on the Hosted Service or provided or made available to Clinisys for the purposes of this OA, including any consents required for personally identifiable information.

4.8. **Data Audit and Testing.** Prior to Live Operation, Client must audit its Client Data, including but not limited to test results and billing transactions, to ensure the integrity of the data imported into the Hosted Service. Client will have sole responsibility for the accuracy and/or adequacy of information imported into the Hosted Service. Client will perform its own testing for the Hosted Service, including testing the file setup, Updates and Releases, prior to utilizing them in Live Operation. Client's use of the Hosted Service in Live Operation will constitute Client's acceptance.

4.9. **Updates and Releases.** Client agrees to test and use in Live Operation all Critical Updates and the most current or one prior Release to each of the Hosted License(s) and the Hosted Service. Failure or refusal of Client to accept the foregoing requirement is a material breach of the Agreement.

4.10. **Client Super User.** Client will maintain a full-time, qualified individual who is responsible for overseeing the proper functioning of the Hosted Service. If Clinisys is required to provide such services to Client due to lack of Client resources, Client agrees to pay for such services on a time and materials basis at Clinisys' then-current rates. Client understands and agrees the fees for any such services will be in addition to the Hosted Service Subscription fees and the Hosted License Support fees.

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4.11. **Training.** Client agrees all Authorized Users will receive training by Client or Clinisys prior to using the Hosted Service. Client is responsible for documenting its own internal policies and procedures relating to the use of the Hosted Service and Hosted Licenses and agrees such policies and procedures will be available to the Authorized Users prior to Live Operation.

4.12. **License from Client.** Client grants to Clinisys and its licensors a limited, royalty-free, non-exclusive and non-transferable license to copy, electronically store, configure, implement, process, display and transmit Client Data solely as necessary to provide the Hosted Service and Hosted License Support to Client and its Authorized Users

4.13. **Rules-Based Services.** Client agrees and acknowledges the content of any algorithms, and any corresponding results and actions, are solely Client's responsibility. While Clinisys may offer consulting, training and/or predefined algorithms and rules to implement certain parameters for processing such results and actions, Client agrees the final identified parameters will always be determined by, and be the sole responsibility of, Client.

5. **Support.** Provided Client remains current and in good standing on its obligations for payment under this OA and the SMA, Clinisys will provide Support for the Hosted License(s) in accordance with the SMA and for the Hosted Service in accordance with this Section 6.

   5.1. **Provision of Services.** Except as otherwise provided in Section 5 (Client Responsibilities), Clinisys is responsible for providing all equipment, servers, software, and networking infrastructure to provide the Hosted Service.

   5.2. **Updates and Releases.** Clinisys will provide all Updates and Releases made by Clinisys to the Hosted Service. Releases may be subject to additional services charges. If produced, updated Documentation will be made available to Client before any change to the Hosted Service is made.

   5.3. **Support Exclusions.** Client understands that while Subscription fees will continue to accrue, Clinisys is under no obligation to provide Support for any Hosted Service or Hosted License(s) that: (i) has been altered or modified by Client or any third party without Clinisys' prior written approval (including, without limitation, modification of table schemas) or; (ii) is used on a User System that does not meet System Requirements, or (iii) Client has failed to operate in accordance with Documentation, or; (iv) has been specifically designated as "end of support" or similarly described ("**EOS**"); however, Support for the EOS Hosted Service or Hosted License(s) will continue for at least one (1) year after the EOS announcement and Subscription fees will cease for any EOS Hosted Service or Hosted License(s) after such time. Clinisys is not responsible for: (w) procurement, support or maintenance of the User System; (x) the transmission of order and results information by Client or any Authorized User to the Hosted Service; (y) any Authorized User's access to the Hosted Service or Hosted License(s), or (z) any Client Data.

6. **Uptime.** Clinisys will provide continuous service and access to the Hosted Service with 99.5% up-time per month, excluding scheduled maintenance and repairs ("**Uptime**"). Clinisys will use commercially reasonable efforts to restore access to the Hosted Service as soon as reasonably possible in the event of an interruption or suspension of service or access to the Hosted Service.

   6.1. **Uptime Exclusions.** Client acknowledges and agrees that Clinisys will not be responsible for failure to meet Uptime due to (i) any circumstance outside of Clinisys' control, including but not limited to, outages caused by the failure of any public telecommunications network or internet service provider; (ii) the negligent, grossly negligent or willful actions of Client or its Authorized Users or any other third party; (iii) errors in coding in or any other aspect of the electronic files containing information supplied by Client or its Authorized Users; (iv) unauthorized use or misuse of the Hosted Service; (v) Client's failure to provide connectivity as required under this OA or the SMA; (iv) alteration or modification by Client or any third party without Clinisys' prior written approval (including, without limitation, modification of table schemas) ;or (v) unavailability due to any matter beyond Clinisys' reasonable control.

   6.2. **Uptime Remedy.** In the event the Hosted Service fails to meet Uptime in any month, Clinisys shall credit to Client's account a pro-rata portion of the Hosted Service Subscription fees paid by Client attributable to such period. Such credit shall be Client's sole and exclusive remedy for such failure of Uptime. Client must exercise its right to such credit by providing written notice to Clinisys not later than thirty (30) days after the Uptime failure occurred.

7. **Hosted Service Functionality.** Clinisys reserves the right to integrate any new functionality, modifications or reliability or performance improvements into the Hosted Service without notice, so long as such modifications do not adversely affect Client's use of the Hosted Service in a material manner. Whenever possible, Clinisys will provide Client with reasonable advance notice of any changes deemed to adversely affect Client's use of the Hosted Service in a material manner, however in the case of an emergency or other urgent circumstance that does not allow for adequate prior notice, Clinisys will inform Client of such changes as soon as possible after they are implemented.

8. **Additional Modifications.** Subject to additional fees at Clinisys' sole discretion, Clinisys agrees to make the Hosted Service compliant with applicable federal regulatory requirements, which are technically feasible and commercially reasonable. Client agrees that such requirements may be resolved through workflow processes until an automated solution is achieved, where possible.

9. **Fees.** All fees will be invoiced, and payments due, as set forth in Schedule A.

10. **Warranty.** Clinisys warrants that the Hosted Service conform(s) in all material respects to the Documentation for the OA Term ("**Warranty**"), provided the Hosted Service is used according to such Documentation. Client must notify Clinisys in writing detailing any alleged breach of the Warranty. Within thirty (30) days of receipt of such notice or such other period as the parties may agree, Clinisys will correct any Error of the Hosted Service, provided that Clinisys can reproduce or recreate any reported Error. If the Error cannot be corrected with reasonable commercial efforts, Clinisys or Client may terminate the applicable Subscription and Client will be refunded the Hosted Services Subscription Fees pre-paid for the remaining OA Term. If Client elects not to terminate the affected portion of the Subscription, Client waives all warranty rights set forth herein. The foregoing constitutes Client's sole and exclusive remedy and Clinisys' entire liability in the event of any Warranty claim hereunder. EXCEPT AS SET FORTH IN THIS SECTION 11, NEITHER CLINISYS NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR AGREEMENT WITH RESPECT TO THE HOSTED SERVICE. CLINISYS AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLINISYS DOES NOT REPRESENT THAT THE OPERATION OF THE HOSTED

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SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. Notwithstanding anything in this Section 11 to the contrary, Client's use of the Hosted Service and/or Hosted License not in compliance with the Documentation or the Agreement is a material breach of the Agreement and voids all applicable warranties.

11. **Limitation of Liability.** EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF CLINISYS AND ITS LICENSORS (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS OA) TO CLIENT, ITS AFFILIATES, AUTHORIZED USERS AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS OA, WHETHER IN CONTRACT,TORT, BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF, WILL NOT EXCEED THE LAST TWELVE (12) MONTHS' RELEVANT SUBSCRIPTION FEES PAID TO CLINISYS UNDER THIS OA FOR THE HOSTED SERVICE UNDER WHICH SUCH CLAIM ARISES.

12. **Limitation of Damages.** EXCEPT AS PROHIBITED BY LAW, CLINISYS, ITS LICENSORS AND SUPPLIERS SHALL NOT IN ANY CASE BE LIABLE TO CLIENT, ITS AFFILIATES, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS OA, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF OR INCLUDING WITHOUT LIMITATION, DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO CLINISYS AND REGARDLESS OF WHETHER CLINISYS HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

13. **No Substitute for Professional Judgment.** The Hosted Service is not intended to provide medical or professional advice, to determine or recommend an appropriate course of action, or to otherwise provide healthcare or other services. Client, for itself and on behalf of its Authorized Users and Affiliates, acknowledges that the Hosted Service and/or Services are not intended as a substitute for professional judgment and Clinisys shall have no responsibility, obligations or other liability related to any failure to exercise such professional judgment.

14. **Ownership.**
    14.1. **Clinisys.** Ownership of, and title to the Hosted Service, any deliverables developed or provided pursuant to the Services, and to Clinisys' Confidential and Proprietary Information, and all intellectual property rights embodied therein, are vested in Clinisys and its Affiliates and licensors as applicable. Client shall not take any action inconsistent with such title and ownership. Client acknowledges that (i) suggestions, comments, feedback or the like provided by Client to Clinisys is provided for Clinisys to use for any purpose and that Clinisys has sole discretion whether to incorporate such suggestions, comments, feedback or the like into its offerings.
    14.2. **Client.** Ownership of, and title to, the Client's Confidential and Proprietary Information is vested in Client, its Affiliates or the subjects of Client Data, as applicable. Clinisys shall not take any action inconsistent with such title and ownership.
    14.3. **Client Data.** To the extent Clinisys has access to, processes or stores Client Data, Clinisys will only use, store, disclose, or access Client Data: (i) in accordance with the Agreement, (ii) only to the extent necessary to perform its duties under the Agreement, and (iii) in full compliance with applicable laws and regulations. Clinisys will implement and maintain controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to Client Data. All transmissions of Client Data by Clinisys will be performed using a secure transfer method. Client acknowledges Clinisys and its licensors exercise no control over the content, accuracy, or adequacy of the Client Data. Notwithstanding any other provision in the Agreement to the contrary, Clinisys may anonymously compile statistical information related to the performance of the Hosted Service and may use this information without restriction for any purpose including the development and/or marketing of a benchmarking database to compare utilization patterns, provided such information does not identify Client, its Authorized Users, or any Client Data.

15. **Data.** All Tarrant County data will remain in the 48 contiguous United States at all times.

16. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No waiver, consent, modification or change of terms of this OA shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. In the event of a conflict between this OA, the LA and the SMA, this OA shall prevail. Nothing contained in any purchase order, purchase order acknowledgement, or invoice shall in any way modify or add any additional terms or conditions to this OA. Client understands and agrees that any additional or conflicting terms in Client's purchase order, which are not included in this OA, shall be of no effect.

17. **Third Party Beneficiaries.** There are no intended third party beneficiaries of this OA.

18. **Required Reporting.** To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, in the event any of the prices set forth in this OA reflect discounts, Client must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all such discounts and, upon request by the Secretary or a state agency, must make available information provided to Client by Clinisys concerning such discounts.

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SCHEDULE A – Hosted Services Pricing and Payment Schedules

Section 1: Quotations

QOF # 20896

Date Prepared: 07 November 2023
Price Effective Through: 31 January 2024

Products and Fees

DESCRIPTION	QTY	INITIAL FEES	ANNUAL FEES
Clinisys Services			
Clinisys Horizon Hosted Project Services *Clinisys Services will provide remote support to convert and migrate the existing Horizon system* *from a Client-hosted infrastructure to a Clinisys-hosted infrastructure.* *Service Includes:* *- Coordination with Client resources to compile report of all systems, devices, and* *customizations impacted by the migration including, but not* *limited to: Instrument integrations, outside application integrations (including the SDI* *connection), peripheral devices (printers, scanners, etc.),* *workstations, users (including user location), Reporting customizations (including Business* *Intelligence system integrations), the Field module,* *and special user access definitions or views* *- Conversion and migration of a copy of Production into hosted infrastructure for testing and* *validation purposes* *- Initial testing of the migrated system including performance testing, load testing, and stress* *testing using Clinisys standard procedures* *- Set-up of required VPN tunnels for access to the Clinisys-hosted system* *- Troubleshooting and issue resolution assistance during Client-performed validation* *- Detailed cut-over plan documentation* *- Mock cut-over exercise to validate cut-over plan and required downtimes* *Client Responsibilities:* *- Provide Clinisys with any information needed to complete the above service, including* *inventories of workstations and peripheral devices.* *- Provide Clinisys access to Client-hosted system needed for migration and validation activities* *- User Acceptance Testing (UAT) of the migrated system on Clinisys-hosted infrastructure*	1	$20,160.00	$0.00
Total Clinisys Services		**$20,160.00**	**$0.00**
TOTAL FEES		**$20,160.00**	**$0.00**

Payment Schedule:

Client will be invoiced according to the following schedule:

Initial Fees		Invoiced	Amounts
Clinisys Services	100%	Upon the completion of Services	$20,160.00

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QOF # 208987

Date Prepared: 07 November 2023
Price Effective Through: 31 January 2024

Products and Fees

DESCRIPTION	QTY	INITIAL FEES	ANNUAL FEES
Clinisys Services			
Clinisys Horizon Hosted Service Subscriptions *Hosted Services consist of:* *1. Hosting of the Hosted License on the Hosted Service* *2. Provision of all hardware and backend infrastructure and database maintenance and support.* *3. Up to 250 GB of database storage.* *4. Up to two (2) compute Units for Application Server.* *5. Backups, HA, DR, Database Maintenance and Tuning.* *6. Stand-alone TEST Environment* *Client understands and agrees that any usage exceeding the limitations set forth above is subject to additional Fees.* *Note: The annual Clinisys Horizon Hosted License Subscription fee is in addition to the existing Clinisys Horizon Hosted License Software Maintenance annual fee of $57,178*	1	$0.00	$25,200.00
Total Clinisys Services		**$0.00**	**$25,200.00**
TOTAL FEES		**$0.00**	**$25,200.00**
SUMMARY OF ANNUAL FEES			
TOTAL ANNUAL SUBSCRIPTION FEES			**$25,200.00**

Payment Schedule:

Client will be invoiced according to the following schedule:

Annual Fees		Invoiced	Amounts
Annual Subscription Fees	100%	Upon Live Operation	$25,200.00

Section 2: OA Term and Termination

1. **Subscription Term.** The non-cancelable and nonrefundable initial term for the Hosted Services Subscription is three (3) years beginning from the OA Effective Date (**"Initial Term"**). Upon expiration of the Initial Term, Subscriptions will renew upon prior written approval from Client for subsequent non-cancelable one (1) year terms (each, a **"Renewal Term"**) at then-current pricing and policies provided: (i) Clinisys makes such Subscription for the applicable Hosted Service generally available and (ii) Client pays the applicable Fee(s). Client understands and agrees that Clinisys' provision of the Hosted Service to Client is contingent on Client continuing payment of Support Fees for the Hosted Licenses under the SMA for the duration of the Initial Term and any Renewal Term for the Hosted Service. Subscription Fees may not be reduced during the relevant OA Term. Subscription fees added through subsequent orders will be prorated based upon the renewal date of the SMA to provide a consistent annual renewal date for all licensed or purchased products.

2. **Subscription Termination.** Subject to the provisions of Clause 1 of this Section 2, either party may terminate the Subscription by providing written notice at least thirty (30) days prior to the end of the relevant Initial Term or any Renewal Term, with such termination effective as of the end of the then-current term. In addition to those rights set forth in the Agreement, Clinisys reserves the right to terminate the Subscription upon ninety (90) days' notice should Client fail to promptly install and use Critical Updates.

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3. **Termination Effects.**
   a. Non-renewal or termination of a Subscription for any reason immediately terminates all rights and obligations of the parties (except for those provisions surviving termination) for the specified Subscription, including access to the Hosted Service. Any accrued but unpaid fees for terminated Subscriptions become immediately due and payable upon termination.
   b. Upon termination and at Client's request, Clinisys will return to Client any Client Confidential and Proprietary Information in Clinisys' possession or under its control except for product, account or financial information to be retained by Clinisys in the normal course of business. In the case of Client Data, upon Client's request, Clinisys will provide Client with written certification of destruction of the same following the next media rotation cycle. In the event Client desires return of Client Data, Client must provide written request to Clinisys within thirty (30) days of termination and Clinisys will, at no charge, provide such data files to Client in Clinisys' standard data extract format. In the event that Client specifies an alternate data extract file, Clinisys will use reasonable efforts to work with Client to extract Client Data from the Hosted Service in accordance with Clinisys' then-current fees and policies. Unless required by law, Clinisys shall neither retain nor bear responsibility or obligations for Client Data after thereafter.

   Notwithstanding anything in this Section 2 to the contrary, either Party may retain any of the other Party's Confidential and Proprietary Information for regulatory or legal purposes, and such copies will be subject to the obligations of confidentiality under the Agreement.

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Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]

This Addendum relates to the following contract: _____Clinisys_____
[Enter description of contract above]

FISCAL FUNDING ACKNOWLEDGMENT
Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE
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.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of $ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) 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

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Certification Addendum to Contracts Entered Into on or After September 1, 2021
Required by New Texas State Laws   Page 1 of 2

clinisys

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).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described 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) (added by 87th Legislature, S.B. 19) 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.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

__X__ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that is does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

Anne Rounds _____ Signature of Certifying Person

Anne Rounds _____ Printed Name of Certifying Person

Director of Contracts Title of Certifying Person

Clinisys, Inc. _____ Name of Vendor Company/Organization

Jul-18-2023 _____ Date Certified

Certification Addendum to Contracts Entered Into on or After September 1, 2021
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Tarrant County Public Health Laboratory   Page 10
Fort Worth, Texas

clinisys

<u>Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.</u>

<u>Debarment:</u>

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Anne Rounds	(Name)
Clinisys, Inc.	(Company)
3300 E Sunrise Dr.	(Address)
Tucson, AZ 85718	(Address)

PHONE 520-570-2000   -- FAX _____

EMAIL anne.rounds@clinisys.com

Anne Rounds
_____Signature   Jul-18-2023 _____Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1	Name of business entity filing form, and the city, state and country of the business entity's place of business.

Clinisys, Inc.
Tucson, AZ United States

2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-090
Hosted Service Subscriptions and Related Project Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Clinisys, Inc.	Tucson, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 **UNSWORN DECLARATION**

My name is ___Anne Rounds___, and my date of birth is ___10/2/1971___.

My address is __3300 E. Sunrise Drive__, ___Tucson___, __AZ__, __85718__, __US__.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ___Pima___ County, State of ___Arizona___, on the _19_ day of ___July___, 20_23_.
(month) (year)

Anne Rounds

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS §

§   **BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT §

This Business Associate Agreement ("BAA") is between Tarrant County, Texas, ("COUNTY"), and Clinisys, Inc., ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 ("HIPAA Rules"), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) (the "HITECH Act"), and the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County Public Health.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY [as described in the Horizon Software License Agreement ("Business Relationship").

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 160.103).

1. Definitions

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement shall mean the COUNTY.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean Clinisys, Inc.

Terms used but not otherwise defined in the BAA shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BAA, Business Associate may:

3.1   use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use

and/or disclosure,

(a) would not violate the Privacy Rule if done by COUNTY;

(b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure; and

(c) is in compliance with the HITECH Act and its implementing regulations;

3.2   use or disclose Protected Health Information as required by law;

3.3   use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

3.4   use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship, or this BAA are prohibited.

3.5   Business Associate agrees to use and disclose confidential information or PHI only in the following manner:

- To perform functions, activities, or services for, or on behalf of COUNTY as specified in the Business Relationship. Disclosure of confidential information or PHI to any entity other than COUNTY is incongruent with the stated work and is prohibited.

- Only to Business Associate's workforce which are currently trained in the proper handling and management of PHI and HIPAA privacy and security requirements.

- Only by individual member(s) of Business Associate's workforce for whom Clinysis Inc. has provided to COUNTY a signed attestation letter confirming no findings in the criminal background check performed by their third-party vendor HireRight.

- If applicable, documentation or training materials created by Business Associate, including print screens, screen capture, or other "snapshot" data must not include identifiable information. Any reference to an individual, patient or client must include de-identified or fictional information only.

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

4.1   not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BAA or as Required by Law;

4.2   to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BAA;

4.3   to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information regardless of form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

4.4   to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.

4.5   to notify COUNTY of any use or disclosure of Protected Health Information not provided for by the BAA of which it becomes aware, including any Breach of Unsecured Protected Health Information and any Security Incident of which it becomes aware, in each case without unreasonable delay and in no case later than 2 business days after discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;**4.6**   to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;

4.7   to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;

4.8   to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

4.9   to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the

requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;

4.10   to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;

4.11   to document and make available such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY);

4.12   to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BAA), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;

4.13   to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY and the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if compliance with the HIPAA Rules;

4.14   if Business Associate is aware of a pattern of activity or practice by Business Associate that constitutes a material breach or violation of its obligations under this BAA,

(a) to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,

(b) if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination permit COUNTY to terminate this BAA and the Business Relationship.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

5.1   provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;

5.2   provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;

5.3   notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Term and Termination

7.1   **Term**. This agreement will begin on the date of approval by COUNTY Commissioner's Court, and will terminate at termination of the Business Relationship between COUNTY and Business Associate, or if any Protected Health information is retained by Business Associate, when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections shall continue with respect to such Protected Health Information in accordance with 7.3 below.

7.2   **Termination for Cause.** Either party may immediately terminate the Business Relationship and/or this BAA if terminating party determines that the other party has breached a material term of this BAA.

7.3   **Effect of Termination**. Upon termination of the Business Relationship and/or this BAA, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 7.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

8. Miscellaneous

8.1   INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S OFFICIALS AND EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BAA, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

8.2   Survival. The obligations of Business Associate survive the termination of the Business Relationship and/or this BAA.

8.3   Notices. Any notices pertaining to this BAA must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:	If to Covered Entity:
Clinisys, Inc.	Tarrant County Public Health
3300 E. Sunrise Drive	1101 South Main Street, Suite 2500
Tucson, AZ 85718	Fort Worth, TX 76104
Attn: Privacy Officer	Attn: Privacy Officer

8.4   Amendments. This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to

time as necessary, in order to allow COUNTY to comply with the requirements of HIPAA, the HITECH Act. and their respective implementing regulations.

8.5   Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

8.6   Third Parties. Nothing in this BAA is intended, not shall be deemed, to confer any benefits on any third party.

8.7   Assignments. Neither Party may assign its rights or obligations under this BAA without the prior written consent of the other Party, which consent may not be unreasonably withheld.

8.8   Independent Contractor. This BAA does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BAA and any other agreements between then evidencing their Business Relationship.

8.9   Governing Law and Venue. This BAA will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BAA will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

8.10   Interpretation. This agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.
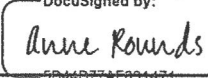
8.11   Compliance with Laws. In providing the services required by this Agreement, BA must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes 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.

Approved on this _____ day of _____, 2024, by Commissioners Court

Order No. _____.

SIGNED AND EXECUTED this _____ day of _____, 2024.

BUSINESS ASSOCIATE

Anne Rounds
_____
Signature

Anne Rounds
_____
Printed Name

Director of Contracts
_____
Title

13 December 2023 | 21:24 GMT
_____
Date

COUNTY OF TARRANT
STATE of TEXAS

_____
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet-Wesley
_____
Criminal District Attorney's Office*

*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.