

# RFP 2023-119 Annual Contract for Insurance Eligibility Software

## Post-Demonstration Scores

		Award	
		Monad Solutions Stafford, TX HUB - Yes	Network Sciences, Inc. Cedar Park, TX HUB - No
Evaluation Criteria	Max Points	Score	Score
Specifications	250	156.62	<b>165.00</b>
Project Management	50	25.00	<b>30.00</b>
References	200	53.33	<b>173.33</b>
Price	300	52.07	<b>300.00</b>
Demonstrations	200	87.20	<b>132.82</b>
Total Score	1000	374.22	<b>801.15</b>

Notes: HFMI, LLC was deemed non-responsive for failure to provide all submittal requirements necessary for evaluation, including executive summary, response to RFP requirements and specifications, and project management approach.

## RFP 2023-119 Annual Contract for Insurance Eligibility Software

### Initial Scores

		Monad Solutions Stafford, TX HUB - Yes	Network Sciences, Inc. Cedar Park, TX HUB - No
Evaluation Criteria	Max Points	Score	Score
Specifications	650	407.20	429.00
Project Management	50	25.00	30.00
Total Score	700	432.20	459.00

Notes: HFMI, LLC was deemed non-responsive for failure to provide all submittal requirements necessary for evaluation, including executive summary, response to RFP requirements and specifications, and project management approach.



**TARRANT COUNTY PUBLIC HEALTH**  
*Accountability · Quality · Innovation*

June 28, 2023

Wanyu Chen  
Sr. Buyer  
Tarrant County Purchasing Department

Re: RFP No. 2023-119, Annual Contract for Insurance Eligibility Software

Wanyu,

After careful consideration and evaluation of the Vendor responses for the above RFP, the Public Health Department recommends that the following Vendor receive this award:

Network Sciences, Inc.

Thank you for your guidance and assistance during this process.

*Millie Robbins*

Millie Robbins  
Contract Specialist  
Tarrant County Public Health



**Tarrant County Public Health**

*Accountability. Quality. Innovation.*



*A healthier community through leadership in health strategy*



STATE OF TEXAS §

§

## BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and Network Sciences, Inc., ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, 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 ("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 § 164.501).

### 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 Network Sciences, Inc.

Terms used but not otherwise defined in the BA Agreement 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 hear things that relate to Protected Health Information or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. 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 BA Agreement, 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;
  - (c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);
  - (d) 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 BA Agreement are prohibited.

- 3.5 Business Associate agrees to use and disclose confidential information only in the following manner:
  - as needed to complete full scope of work under Tarrant County RFP 2023-119
  - Only to Business Associate's workforce which are currently trained in the proper handling and management of PHI and HIPAA privacy and security implementations

### 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 BA Agreement 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 BA Agreement;
- 4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any 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 report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of 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. Business Associate is not required to notify COUNTY of any Security Incident which consists of unsuccessful attempts such as pings and other broadcast attacks, port scans, unsuccessful logon attempts, unsuccessful spoofing attacks, denial of service attacks, or other frequently occurring incidents that are unsuccessful.
- 4.6 to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- 4.7 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 BA Agreement using mitigation actions that are disclosed to and accepted by COUNTY in advance and at the sole expense of Business Associate. COUNTY agrees it may not withhold acceptance provided that proposed mitigation actions meet generally accepted industry norms for Breach mitigation.
- 4.8 to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach to the extent the investigation is directly applicable to Business Associate or to Business Associate's solution. Should the investigation determine that Business Associate is at fault for a Breach and notice is required to affected individual(s) as required by law, Business Associate shall provide proposed notice content, form, and method of delivery to COUNTY in advance and shall implement proposal upon agreement by COUNTY. COUNTY agrees it may not withhold acceptance provided



notifications meet applicable requirements set forth in the HIPAA Breach Notification Rule at 45 CFR §§ 164.400-414.

- 4.9** 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;
- 4.10** 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;
- 4.11** 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;
- 4.12** to document 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;
- 4.13** to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit 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);
- 4.14** 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 BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;
- 4.15** 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. Business Associate is not required to disclose any internal practices that are deemed proprietary or which may create a security risk for other customers.
- 4.16** to cooperate with any investigation by 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 COUNTY or Business Associate is in compliance with the Privacy Rule;

- 4.17** if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,
- (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 and to report the problem to the Secretary and provide COUNTY with a copy of any such report at least 2 business days in advance of its submission to the Secretary.

## **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. Disclosures Required by Law**

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

## **8. Term and Termination**

**8.1 Term.** This agreement will begin on the date of approval of the VeritySource Software Agreement by COUNTY Commissioner's Court, and will terminate 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 are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.



**8.2 Termination for Cause.** COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

**8.3 Effect of Termination.** Upon termination of the Business Relationship and/or this BA Agreement, 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, in accordance with terms set forth in VeriffSource Software License Agreement Section 14 "Termination". If applicable, 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 8.3 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. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement 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.

## **9. Miscellaneous**

### **9.1 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 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 BA AGREEMENT, 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.**

**9.2 Survival.** The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement until such time that Business Associate is no longer in possession of COUNTY PHI or electronic PHI.

**9.3 Notices.** Any notices pertaining to this BA Agreement 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:**  
Network Sciences, Inc.  
10109 Lake Creek Parkway #170669  
Austin, TX 78717

**If to Covered Entity:**  
Tarrant County Public Health  
1101 South Main Street, Suite 2500  
Fort Worth, TX 76104

Attn: Charlie Wise

Attn: Privacy Officer

**9.4 Amendments.** This BA Agreement 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 the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

**9.5 Interpretation.** Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

**9.6 Third Parties.** Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

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

**9.8 Independent Contractor.** This BA Agreement 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 BA Agreement and any other agreements between them evidencing their Business Relationship.

**9.9 Governing Law and Venue.** This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement 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.

**9.10 Third Party Interpretation.** This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. 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.

**9.11 Form 1295 Compliance.** Network Sciences, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

**9.12 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.

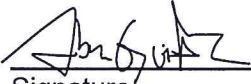
**9.13 Required Attachments.** This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11. COUNTY shall be responsible to include Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form 1295:

- ☒ Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- ☐ The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Commissioners Court Order  
No. \_\_\_\_\_.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BUSINESS ASSOCIATE**

  
\_\_\_\_\_  
Signature

Abram Gordon  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

6/29/2023  
\_\_\_\_\_  
Date

**COUNTY OF TARRANT  
STATE of TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
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.



## VERITYSOURCE® SOFTWARE AGREEMENT

THIS SOFTWARE AGREEMENT ("Agreement") is made between Tarrant County, Texas on behalf of Tarrant County Public Health ("County") located at 1101 S. Main St. Fort Worth, Texas 76104, and Network Sciences Inc, ("NSI") a Texas corporation, mailing address PO BOX 170669, Austin, TX. 78717.

WITNESSETH, THAT:

WHEREAS, County desires to retain NSI as an independent contractor to provide software and associated professional services, and NSI desires to provide such software and services, and

WHEREAS, the parties desire to enter into the Agreement setting forth the terms and conditions of their understandings,

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises, and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Period of Agreement.** This Agreement is valid as set forth under CONTRACT TERMS and RENEWAL OPTION sections of RFP 2023-119.

**2. Software.** NSI agrees to provide software subject to the terms of this Agreement as set forth in Exhibit A ("Software") attached hereto and incorporated herein by reference, (the "Software Product").

**3. Rate of Payment.** County agrees to pay NSI in accordance with the schedule contained in Exhibit B ("Billing Schedule") attached hereto and incorporated herein by reference. All Expenses must be approved in advance, in writing, by County.

**4. Invoicing.** NSI shall invoice County in accordance with the schedules contained in Exhibit B (Billing Schedule) at County's address as set forth in Section 20 hereof, for the Software, and County shall pay the amount set forth on such invoices to NSI, at NSI's address as set forth in Section 20 hereof in accordance with Texas Local Government Code Chapter 2251, "The Texas Prompt Payment Act." Interest will be due on any late payment at the rate of eighteen percent (18%) per annum or the maximum rate permitted by the Texas Prompt Payment Act, whichever is less, from the due date of such payment until the date of actual payment.

### **5. Terms of Use.**

#### **5.1 Access to Software**

The individuals listed in Exhibit C ("Users"), attached hereto and incorporated herein by reference, are permitted to access and use Software subject to the terms of this Agreement.

#### **5.2 Product Restrictions**

Users may access Software under the terms of this Agreement. NSI retains all title to and ownership of the Software, and all intellectual property rights therein, and reserves all rights not expressly granted to County in this Agreement. County may not license or transfer, either in whole or in part, any rights under this Agreement. County may not rent, lease, or lend the Software Product, or provide hosting services with the Software Product, to parties other than those listed in Exhibit C.

### 5.3 Software Copyright

The Software is owned by NSI and is protected by United States copyright laws. County may not remove the copyright notice from any copy of the Software or any copy of the written materials, if any, accompanying the Software. Pursuant to Title 17, United States Code, Section 512l(2), notifications of claimed copyright infringement should be sent to NSI's Contact listed in Section 19 hereof.

### 5.4. Limitations on Using, Copying, and Modifying the Software.

The Software Product may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that any User may access the Software Product on any User's computer in compliance with NSI Technical Specifications ("EXHIBIT E" herein) for that User's use only, provided that (i) all copyright and other proprietary notices are kept intact, (ii) no modifications are made to the Software Product, (iii) the Software Product is not used in a manner that suggests an association with or endorsement of any product, service, opinion, cause or anything else, (iv) the Software Product is not accessed or used in such a way that can be used to avoid the Usage charges in Exhibit B. The use of the Software Product on any other Web site is prohibited. County agrees not merge any portion of the Software into, or integrate any portion of the Software with, any other program.

### 5.5. Decompiling, Disassembling, or Reverse Engineering.

County acknowledges that the Software contains trade secrets and other proprietary information of the NSI and its licensors. County agrees not to decompile, disassemble, reverse engineer, or otherwise reduce the Software to a human-readable form, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the Software. In particular, County agrees not to print the Software source code or display the Software's source code on any computer screen or to make any hardcopy memory dumps of the Software's object code for any purpose. Custom further agrees that providing access to or showing Software to any other vendor with intent to replicate Software or Software functionality is a breach of this Section, of the License Agreement, and is prohibited.

### 5.6 Software Administration and Support

County agrees to appoint at least one User ("SuperUser") to assist in administration of the Software and assist other Users as their first point of contact. NSI will provide Tier/Level 3 support in accordance with NSI Support Policy via e-mail or over the telephone from 7:00AM to 6:00PM CT Monday through Friday except holidays. Each SuperUser must attend training by NSI.

### 5.7 Software Access

Access to the Software is via the Internet. NSI is not responsible in any way for Users' Internet connections.

## 6. Confidential Business Information.

6.1 In the course of performing the Services referenced herein, NSI and County may come into possession of the other parties' financial and/or other business information pertaining to such other parties' business which is not published or readily available to the public, including, but not limited to, trade secrets, research, development, marketing concepts and plans, training, pricing information, sales techniques, lists of County and vendors and other information pertaining to the business conducted by either NSI or County which is received from the agents or employees of either party ("Confidential Business Information"). Each party agrees that it shall not disclose any Confidential Business Information of the other but only to the extent such Confidential Business Information (i) if in written form, is clearly marked with an appropriate designation of confidentiality or (ii) if not in written form, is summarized in a writing marked as confidential and delivered to the receiving party within thirty (30) days after such disclosure. A Party may disclose Confidential Business Information to its employees or contractors who have a need to know for purposes of the activities under this Agreement and to any others to whom such disclosure may be



expressly authorized under this Agreement but only to the extent necessary to implement the use authorized under this Agreement. Where disclosure is made, a Party will appropriately notify each person to whom any such disclosure is made that such disclosure is made in confidence and will be kept in confidence by such person. Neither Party will have any confidentiality obligations with respect to the disclosure of any Confidential Business Information of the disclosing party to the extent (i) such information was previously known to the receiving Party free of any obligations to keep it confidential; (ii) such information was generally known to the public, provided that such public knowledge was not the result of any act attributable to the receiving Party; (iii) disclosure of such information was authorized by the disclosing party; (iv) such information was received from a third party without any obligations regarding confidentiality; (v) such information was independently developed by the receiving Party; (vi) or such information is subject to the requirements of the Texas Public Information Act.

6.2 Confidential Business Information will remain the property of the disclosing party. Upon termination of this Agreement, the receiving party will, at the disclosing party's written request, immediately cease all use of Confidential Business Information and will, as directed by the disclosing party, promptly destroy or deliver to the disclosing party all Confidential Business Information of the disclosing party then under the receiving party's control.

## **7. Protected Health Information.**

### **7.1 Defined**

County acknowledges that the Software will collect and store "Protected Health Information" ("PHI"). "PHI" means "Individually identifiable health information" that is transmitted or maintained by electronic media or is transmitted or maintained in any other form or medium that (i) relates to the past, present or future physical or mental health or condition of the individual, the provision of health care to the Individual; or the past, present or future payment for the provision of health care to the Individual and (ii) identifies the Individual, or provides a reasonable basis to believe that the information could be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Privacy Regulation that is codified at 45 C.F.R. Parts 160 and 164, including, but not limited to 45 C.F.R. 164.501. "Electronic Protected Health Information" or "EPHI" shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164. Both PHI and EPHI shall be referred to in this agreement as "PHI".

### **7.2 Authorization to Use**

County agrees that it is County's, and not NSI's, sole responsibility to enter into and implement all necessary agreements required by state and federal privacy laws and regulations prior to use or disclosure of the PHI to or by any Users as defined in EXHIBIT C, of this Agreement. County further agrees to operate the software in such a manner as to protect PHI from unauthorized use or disclosure.

### **7.3 Sharing of PHI within County Users**

County understands and agrees that any and all claims, actions, demands, liabilities, damages, losses, judgments, authorized settlements, fines, civil penalties, costs and expenses, including, without limitation, attorney's fees ("Claims") resulting from any action, legal or otherwise, caused by the sharing or disclosure of data obtained by any User as defined in EXHIBIT C, during the course of this Agreement is the sole responsibility of County and as such, to the extent permitted by the laws and Constitution of the State of Texas, County agrees to defend, indemnify and hold harmless NSI and its partners, employees, agents, shareholders, owners, and customers relating to said Claims.

### **7.4 Sharing of PHI with other organizations**

To the extent permitted by the laws and Constitution of the State of Texas, County agrees to defend, indemnify and hold harmless NSI and its partners, employees, agents, shareholders, owners and customers relating to all claims, actions, demands, liabilities, damages, losses, judgments, authorized settlements, fines, civil penalties, costs and expenses, including, without limitation, attorney's fees ("Claims") resulting from any action, legal or otherwise, caused by an authorized User obtaining County PHI through accessing Software

#### 7.5 NSI Use of PHI

NSI agrees: (i) to use PHI solely in connection with providing the Software and Services in this Agreement and for no other purpose; (ii) to provide PHI only to NSI's employees who: (a) have a substantive need to know such PHI in connection with the Software and Services; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all PHI, of whatever source, to which they have access in the course of their employment in accordance with the terms of this Section 7; and (iii) to ensure that any subcontractor or agent to whom it provides any PHI received from County agrees in writing to the same conditions and restrictions that apply to County with regard to the PHI, including, without limitation, all of the requirements of this section 7.

#### 7.6 NSI Safe Guards

NSI agrees to maintain comprehensive written information privacy and security policies that includes administrative, technical and physical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of County's PHI as required by this Agreement or by law.

#### 7.7 NSI Disclosure of Use

NSI agrees to report to County any use or disclosure of any PHI of which it becomes aware that is not permitted by this Agreement.

#### 7.8 NSI Amount of PHI Required

NSI agrees that NSI and its agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of performing its responsibilities under this Agreement.

#### 7.9 NSI Recording of Disclosures

NSI shall maintain a record of all PHI disclosures made other than for the purposes of this Agreement, including the date of disclosure, the name and address of the recipient, a description of the disclosure, and the purpose for the disclosure. Within ten calendar days of receiving a written request from County, NSI shall make available such information as required for County to provide an accounting of disclosures, in accordance with the HIPAA privacy regulation.

#### 7.10 Ownership of Data

NSI agrees that County owns the data regarding Individuals that is stored in the Software. County may export this data to the extent provided through the User Interface of the Software Product for use with other software products without NSI's prior written consent.

#### 7.11 NSI Use of De-Identified Data

Subject to the limitations listed in this section, County agrees that NSI may, in accordance with the de-identification regulations of HIPAA, use aggregated information about Software usage and de-identified data for general marketing purposes. NSI agrees it will not sell any County data for any purpose.



8. **Staff.** NSI is an independent contractor and neither NSI nor NSI's staff is or shall be deemed to be employed by County. NSI reserves the right to determine the method, manner, work order, and means by which Services will be performed. If the Services are performed at the County's premises, then NSI's time spent at the premises is to be at the discretion of the NSI; subject to the County's normal business hours and security requirements. NSI shall not be required to devote the full time of NSI's staff to the performance of the services required hereunder.

9. **County Representative.** Tarrant County Purchasing Department shall represent the County during the performance of this agreement with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this Agreement. County agrees it is responsible for ensuring proper signature authority on all documents.

10. **Disputes.** Any disputes that arise between the parties may be submitted upon written agreement by both parties to a mutually acceptable neutral party for mediation. A party shall not unreasonably withhold acceptance of such mediator, and selection shall be made within thirty days after the date both parties agree in writing to mediate a dispute. Said mediation shall occur within TARRANT County, Texas. In the event that both parties cannot agree on an acceptable resolution, a party shall file suit no later than three months after the initial mediation in a state court of competent jurisdiction located within TARRANT County, Texas. Said court shall finally determine any dispute that the parties cannot resolve through mediation.

11. **Taxes.** If required by law, any and all sales or use taxes, imposed or assessed by reason of this Agreement or its performance, shall be paid by the County.

12. **No Warranty.**

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NSI AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT AND SERVICES (WHETHER IN WRITTEN OR COMPUTER EXECUTABLE FORM OR OTHERWISE) "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS WITH NO WARRANTY WHATSOEVER

12.2 COUNTY EXPRESSLY AGREES AND UNDERSTANDS THAT (i) USE OF THE SOFTWARE PRODUCT IS AT COUNTY'S SOLE RISK AND COUNTY IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS' COMPUTERS OR DATA, AND (ii) NSI CAN NOT PREVENT THE RISK OF UNINTENTIONAL DISCLOSURE OF DATA DUE TO SHORTCOMINGS OF COMPUTER, SOFTWARE, AND NETWORK TECHNOLOGY, HARDWARE FAILURES, UNAUTHORIZED ENTRY (HACKING), OR HUMAN ERROR.

12.3 NSI MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET COUNTY REQUIREMENTS, OR THAT ACCESS TO THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES NSI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SOFTWARE PRODUCT OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

12.4 NSI MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF AVAILABILITY, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF INFRINGEMENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

13. **Waiver of Liability.**

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS ADDRESSED PURSUANT TO THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, TO USERS, TO USERS' EMPLOYERS, OR TO ANY OTHER PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS,

REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM OR ACTION IS ASSERTED IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO NSI IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY NSI.

**14. Termination.** Either party to this Agreement shall have a right to terminate the Agreement according to terms set forth in RFP 2023-119. Upon termination of this Agreement for any reason, (i) Access to Software terminates immediately; and, (ii) all Tarrant County data in the possession of NSI is authorized by Tarrant County to be destroyed by NSI in accordance with HIPAA guidelines including a Certificate of Destruction, unless County agrees within 30 days after Termination to cover any and all costs associated with storing, maintaining, and or transferring data ("Termination Costs"); and, (iii) NSI will have no obligation thereafter to refund any amount already paid under the terms of this Agreement; and, NSI will have no obligation to perform any additional services. Additional formats or remedies can be used upon mutual agreement.

**15. No Personal Liability.** Nothing in the Agreement is construed as creating any personal liability on the part of any official, director, employee, agent, shareholder, or owner of the County or NSI, and County and NSI expressly agree that the execution of the Agreement does not create any personal liability on the part of any official, director, employee, agent, shareholder, or owner of the County or NSI.

**16. Complete Agreement.** "Tarrant County RFP 2023-119 and the Response to RFP 2023-119 along with this VERITYSOURCE® Software Agreement and all attachments contains the entire Agreement between the parties hereto with respect to the matters covered herein and shall supersede any conflicting terms in any other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of the parties by any of its employees or agents, or contained in any sales materials or brochures with respect to the subject matter hereof. In the case of a conflict between terms found in the above, the Tarrant County RFP 2023-119 and the Response to RFP 2023-119 shall take precedence.

**17. 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.

**18. 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.

**19. Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

**20. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) when received through confirmed e-mail or fax; or (iii) two (2) business days after deposited with the United States Postal Service, certified or registered mail, postage prepaid, return receipt requested; addressed as follows (or to another address as a party may designate by notice given in accordance with the provisions of this Section):



Notices to County should be sent to:	(ii) Notices to NSI should be sent to:
Name:	Network Sciences, Inc
Phone:	Attn: Charlie Wise
Fax:	10109 Lake Creek Parkway #170669
E-Mail:	Austin, TX 78717
	Phone: 512.331.9221
	E-Mail: <a href="mailto:cwise@netsci.net">cwise@netsci.net</a> ;

21. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the previous sentence, the Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

22. **Force Majeure.** NSI shall not be liable for delays in delivery or performance when caused by any event which is beyond the reasonable control of the NSI including: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by the other party, (iv) acts of civil or military authority, (v) governmental priorities, strikes or other labor disturbances, (vi) hurricanes or tornadoes, (vii) earthquakes, (viii) fires, (ix) floods, (x) epidemics, (xi) embargoes, (xii) war, (xiii) riots, (xiv) delays in transportation, and (xv) loss or damage to goods in transit.

23. **Headings.** All section headings, including those in the Exhibits, are for convenience purposes only and will in no way affect, or be used, in interpretation of this Agreement.

24. **Waiver.** No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party under the terms of this Agreement will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right under this Agreement.

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25. **Survival.** The provisions of Sections 3 (Rate of Payment), 4 (Invoicing), 6 (Confidential Business Information), 10 (Disputes), 12 (No Warranty), 13 (Waiver of NSI Liability), 15 (No Personal Liability), and 18 (Compliance with Laws) shall survive any termination or expiration of this agreement and shall continue to bind the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

\_\_\_\_\_  
Signature for County

  
\_\_\_\_\_  
Signature for Network Sciences, Inc

\_\_\_\_\_  
Printed Name and Title

Abram Gordon, President  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

9/8/2023  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Criminal District Attorney's Office

\_\_\_\_\_  
Tarrant County Auditor



## EXHIBIT A "Software"

Users as defined in EXHIBIT C, "Users" will have access to the Software as defined herein.

**"FULL USERS" are defined as having access to the following modules in VeritySource**

- Clients/Patients Module – record, store and edit patient demographics
- Eligibility Tracks Module – record, store and edit program eligibility
- Interview Module – screen for potential eligibility for 3<sup>rd</sup> party programs and/or access forms
- Contacts/Provider Module – record, store, and manage communications during eligibility process
- Documents Module – store and manage application forms and proof documents

**"READ-ONLY USERS"** may have access to any combination of modules listed above but they do not have add, edit, delete, update or bulk update privileges.

**"LIMITED USE USERS"** have access to 3 or less VeritySource® modules

### **ADDITIONAL (OPTIONAL) SOLUTIONS THAN CAN BE ADDED UPON REQUEST**

- Appointments Module – manage and report on different types of eligibility assistance appointments
- Online Application ("OLA") – a patient-facing online application for a single charity assistance program administrated by Customer. OLA is integrated with VeritySource® meaning, for example, certain applications completed by applicants on their own PC, phone or mobile device appear in real time on the applicants existing patient record, including proof documents. Additional terms and conditions apply.
- Medicaid Verification – VeritySource® pings the Texas Medicaid Healthcare Partnership database to verify enrollment in select Medicaid programs. It is not a real-time verification and a provider number may be required. Cost and availability of Medicaid Verification is subject to change without notice should any changes made by the state of Texas in regard of costs or terms of accessing the data.
- Charity Verification Portal – A portal that allows users inside or outside of your organization to verify if someone is currently enrolled in your charity program

## EXHIBIT B "Billing Schedule"

### A. Base Implementation: \$10,000; This is a 1-time cost and includes:

- a. Set-up a single database. All Users provided access to VeritySource® through this Agreement will have access to all data entered by all other Users accessing VeritySource® through this Agreement.
- b. Set-up a single organization with a single Certification Form, if applicable
- c. Set-up up to 4 User Templates
- d. Set-up initial workflows and process buttons
- e. Add new forms (up to 3 pages) with standard autofill functionality.
- f. Project Management
- g. Process consultation and agile solution design
- h. Train the trainer via web-based training sessions
- i. One day of in-person support and training assistance

Implementation cost is a 1-time cost due when Customer signs User Acceptance Testing indicating they are ready to use the solution in production. Customer agrees NSI may charge for part or all of implementation services if Go Live (using solution in production) is delayed or cancelled by Tarrant County. Additional requests or scope expansion made by Tarrant County during implementation is not accounted for in this pricing or scope summary and would be subject to NSI PER Policy as defined in EXHIBIT D.

### B. License fees:

- a. FULL USER as set forth in EXHIBIT A: \$300 per month per User
- b. READ ONLY USER as set forth in EXHIBIT A: \$65 per month per User
- c. LIMITED USE USER as set forth in EXHIBIT A: \$250 per month per User
- d. OPTIONAL SOLUTIONS as set forth in EXHIBIT A
  - i. Appointments Module: Additional \$25 per month per User
  - ii. Online Application ("OLA"):
    - Setup: \$1,000 1-time set-up fee
    - Monthly fees for OLA: \$1,000/mo
    - Add OLA work queues to Full User in VeritySource to receive, manage, report, assign and manage Online Applications: \$50/mo per User in addition to Full User Fees above.
    - As applicable: Changes to OLA as requested by customer: \$250 per request.
  - iii. Medicaid Verification: \$200 per month (not per user)
  - iv. Charity Verification Portal: \$200 per month for up to 100 Users

### PAYMENT TERMS:

**License Fees will be billed monthly in arrears. License fees are not pro-rated, thereby any User that is active for any period of time during a month is considered active for the entire month for billing purposes.**

**Medicaid Verification Fee will no longer be valid or is subject to change if/should there be a change to the costs the State of Texas or applicable vendor charges for NSI to access to the TMHP data.**

### ALL LICENSE FEES INCLUDE:

- Access to software modules as set forth in EXHIBIT A
- Account Management Services
- Level 3 Support Services
- Hosting and maintenance fees



- C. Optional fees that are not included in License Fee or Base Implementation:
- a. All customer requests that require NSI to perform custom development / programming services are not included in License Fees or Implementation and are subject to NSI PER Policy as outlined in EXHIBIT D, "PER Policy". This includes adding any interfaces, data migration, adding new programs not already in the software, adding new forms not already in the software beyond what is accounted for in Implementation, or other requests requiring programming or development work as defined further in PER Policy.
  - b. Rates for Professional IT Services including those estimated in PER Requests as set forth in EXHIBIT D, "PER Policy", range from \$150-\$325 per hour depending on the complexity and/or experience level required to complete the request.
  - c. NSI does not provide any hardware. All costs in relation to signature pads, scanners, computers, etcetera, as well as any other costs required to be in compliance with the NSI technical requirements for Software are not included and are solely the responsibility of Customer.

For purposes of estimating annual cost as requested on PROPOSAL PRICE FORM, please see below:

First Year (includes implementation)

1. Implementation: \$10,000 (includes only services as outlined in Section A above)
2. License Fees for 10 Full Users: \$36,000/yr (assumes no read-only or limited use Users. Also assumes no optional solutions such as Appointments or OLA are used during term)
3. TMHP: \$2400 (optional. Assumes no changes to terms or prices made by State of TXI)
4. PER budget: \$1000 (only applies if a custom request is made – this amount is not guaranteed to cover the entire cost of a PER. This assumes no additional PER Requests are made)
5. Support and Maintenance in accordance with NSI Support Policy: \$0 additional – included in the License Fees which are fixed for the entire 3-year term noted on PROPOSAL PRICE FORM.

(optional) In an attempt to provide a "Ballpark" estimate, without knowing any details, a typical 1-way demographic interface done in accordance with the NSI Spec can cost: \$4000-\$5000.

(optional) In an attempt to provide a "Ballpark" estimate, without knowing any details, a typical new charity program can be added to VeritySource® for around \$2500-\$3500.

Note: Additional optional solutions in Section B(d) above and projects completed under PER Policy can be added at any time including any subsequent renewal period. These options would of course impact the "fixed" pricing set forth in PROPOSAL PRICE FORM.

## EXHIBIT C, "Users"

All Users must be employees of Tarrant County. Exceptions can be made if agreed to in writing by both parties;

All Users must agree to the terms and conditions herein;

All Users must have unique username and passwords; **no single login for multiple Users is allowed;**

**Customer is solely responsible for managing User access.** Customer is solely responsible for identifying authorized users, authorized organizations, activating Users, deactivating Users, and ensuring proper agreements are in place to share PHI with other users and/or other organizations if/where applicable.

Any User that is active for any period of time during a month is considered active for the entire month for billing purposes.



## EXHIBIT D, "Product Enhancement Request" Policy

NSI works with numerous customers in many areas of integrated eligibility and enrollment. As these organizations incorporate Software into their processes and daily activities, they often provide ideas for new features, improvements, tweaks, and other enhancements they would like to see developed. In addition, NSI receives requests to develop additional software modules or solutions outside the scope of the current software, as well as requests to extend the software to additional regions or states.

NSI handles these and all other types of requests according to the Product Enhancement Requests ("PER") policy described herein. NSI is not obligated per the terms of the Agreement to provide custom software development to the Customer. However, the Customer may from time to time need unforeseen product enhancements as defined above. The Customer may submit a Product Enhancement Request ("PER") in writing to NSI for review. The Customer should expect to work actively with NSI to fully define the request and should be prepared to be involved in frequent discussions that could take weeks or even months, depending on the complexity of the request. In consultation with the Customer, NSI will respond to the PER with a written quote containing fees, a statement of work, and timeline to be approved by the Customer. The Customer must approve in writing all Professional Services prior to incurring any cost obligations.

To clarify, any request for Software to perform any function that it does not currently do in full at the time the request is made is considered a PER. Further, requests for services such as, but not limited to, training, consultation, configuration, set-up, interfaces, and other activities not considered by NSI to be included as account management or customer support, are subject to the PER Policy.

Customer is first required to establish an internal means for prioritizing requests and submitting them through the authorized individual(s) to their assigned Account Manager. These requests are then evaluated by NSI. After evaluation NSI will respond to Customer with the following:

- If the PER is feasible, or if not if an alternative is feasible
- Options that might meet the customer need without the need for custom development, if possible
- If in NSI's sole opinion the request is highly beneficial to other customers

If NSI determines the PER is feasible and beneficial, NSI may choose to develop the PER at no cost to Customer. NSI will notify the organization of the intent to complete the PER and the timeline in which we expect the PER to be completed. Timelines are subject to change.

Should NSI decide not to develop the PER, or should Customer decide the timeline for the development of the PER is not satisfactory, Customer may choose to pay for the development or for an expedited timeline.

After development, the requested product enhancement becomes part of the standard NSI software. NSI retains all rights, title, and interest in the (enhanced) software, including without limitation, all copyrights, patents, trademarks, and other proprietary rights.