



# Waystar Subscriber Agreement

This Subscriber Agreement ("Agreement") is effective the date signed by Customer (the "Effective Date"), between **Waystar, Inc.** ("Waystar"), and **Tarrant County** ("Customer"), identified below. This Agreement governs the access to and use of the products and services ("Services") made available to Customer through the Waystar platform.

## ***General Terms and Conditions***

1. Authorization and Use of the Services. Customer's access to and use of the Services included in the Product & Pricing Schedule attached hereto as Exhibit A, are subject to the terms and conditions of this Agreement and the pricing applicable to the account, including any mutually agreeable written revisions, supplements or addenda. Waystar grants to Customer a limited, nonexclusive and nontransferable license to use the Services within the United States during the Term, for Customer's internal business use and for no other purpose, for so long as Customer is in good standing pursuant to this Agreement. Customer is responsible for the acts and omissions of its employees and affiliated entities. The Product & Pricing Schedule incorporates the terms of this Agreement pursuant to which Waystar provides the Services included in the Product & Pricing Schedule to Customer.
2. Customer Duties and Obligations.
  - a. Customer agrees to use the Services only in accordance with this Agreement and applicable laws, regulations and rulings, now or hereafter imposed. Waystar reserves the right to take all actions, including termination of the Services, which it believes to be necessary to comply with applicable laws, regulations, rulings and Waystar specifications. Customer and its users may not use or access the Services in any way which, in Waystar's reasonable discretion, adversely affects the performance or function of the Services or interferes with the ability of other authorized parties to access the Services. Customer will retain all original and source documents according to federal and state laws and regulations and shall provide all supporting documents to Waystar as requested. Customer agrees that Waystar has the right to audit and confirm information submitted, and Customer assumes all liability regarding such information. Customer is responsible for (a) identifying individuals and/or organizations that Customer wishes to have access to and are qualified to access the Services, including dedication of individuals for the implementation and training process; (b) when necessary, creating and sending required test data including all payers and specialties; (c) providing necessary information, completing and returning to Waystar all forms reasonably required by Waystar or payers in a timely manner, and (d) providing authorized signatures to Waystar and payers as required by applicable law.
  - b. Customer is responsible for identifying, designating and updating both the Executive Authority and Domain Administrator for the Services, as more fully defined in Section 23 below. Waystar will assign a password to each entity or individual that Customer identifies as a user of Services, and Customer agrees, for Customer and all such affiliated entities, not to reveal said password to any third party without Waystar's written consent. Customer agrees to notify Waystar immediately in writing of any known or suspected unauthorized use of the Services or suspected breach of security. Customer acknowledges that Waystar may find it necessary to suspend Customer and its users' access to and/or use of the Services or disable access to Waystar's platform and any Service, without credit, at any

time if Waystar has reason to believe that the performance, integrity or security of the Services is in danger of being compromised, or Customer or an affiliate has violated this Agreement or presents a security risk. Waystar will provide notice of such suspension or disablement as soon as reasonably practicable. Customer agrees to implement and enforce appropriate security measures to reduce the risk of unauthorized access to Services. For applicable Services, Customer will timely supply Waystar with credentials for all payer and portal connections as necessary for Waystar to provide such Services.

3. Waystar Duties and Obligations. Waystar agrees to supply and support the Services in conformity with the terms of this Agreement. Waystar shall provide Customer with all reasonably-required start-up and maintenance services, and information materials regarding initiation and use of the Services. Waystar will also provide online education, testing, system implementation, mapping and troubleshooting. If Customer and Waystar agree that it is necessary for Waystar personnel to travel to Customer's location for implementation, training or general customer support, Customer agrees to reimburse Waystar's travel and related expenses.

Waystar does not provide equipment, peripherals, devices or connectivity between Customer and Waystar for use of the Services by Customer. Customer is responsible, at its expense, to procure all such equipment and services. Upon request, Waystar will provide specifications for acceptable equipment required for access to the Services. Waystar reserves the right from time to time in its sole discretion, and upon reasonable notice, to revise, modify or update any part of the Services, without any liability to Customer therefor.

4. Confidential and Proprietary Information. All information disclosed by either Party to the other in connection with this Agreement ("Confidential Information"), as well as any trade secrets, trademarks, trade names and logos, user documentation, source code, derivative works, customer suggestions, ideas and feedback, marketing documents and materials, the terms and conditions of this Agreement and the pricing for Services, whether or not marked confidential ("Proprietary Information") shall be deemed by both parties as confidential and protected from disclosure to others. Customer acknowledges and agrees that the Services are proprietary and/or confidential to Waystar, owned exclusively by Waystar and not to be disclosed by Customer or used for any purpose not expressly permitted herein, except as required by law or with the prior written consent of Waystar. Customer acquires no rights of ownership by entering into this Agreement and shall not take any action that is inconsistent with Waystar's exclusive rights of ownership. All rights not granted in this Agreement are reserved by Waystar. Customer shall not (i) copy, reproduce, modify, reverse engineer, translate, decompile, disassemble, emulate, sublicense, rent, lease, convey, assign, or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Services; (ii) create derivative works based on any element of the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use Services; (iv) use the Services for timesharing, service bureau or any other purpose for the benefit of any person or entity other than Customer; (v) remove any proprietary notices from Waystar materials; (vi) publish or disclose to third parties any evaluation of the Services without Waystar's prior written consent or (v) use the Services in any way other than as specifically authorized in this Agreement, except to the extent and for the expressed purposes authorized by applicable law notwithstanding this limitation. Proprietary information shall not include information that (a) was known to either party prior to disclosure by the other; (b) is or becomes generally available to the public other than by breach of this Agreement; (c) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party, (d) is independently developed by a party, or (e) is required to be disclosed under the Texas Public Information Act.. Because unauthorized transmission or release of such information may cause material, adverse consequences to Waystar, Customer and Waystar agree to immediately remedy any breach of this Section and waive any legal defenses the violator may have to immediate



equitable actions required to restrict any unauthorized release. The offending party will pay all reasonable costs and penalties associated with such unauthorized release of confidential information.

The foregoing notwithstanding, the parties agree that either may make a public announcement relating to the signing of this Agreement. The parties further agree that Waystar may use Customer's name, logo or mark as part of a general list of Customers and may refer to Customer as a user of the Services and Customer of Waystar in general advertising and marketing materials.

5. Authorized Use of Protected Health Information; De-Identified Data.

- a. For the purposes of this Agreement, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191; the privacy rules adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E; the security rules adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and C; the privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5 (the "HITECH Act"); and the regulations implementing Subtitle D of the HITECH Act.
- b. Waystar and Customer shall enter into the Business Associate Agreement attached hereto and incorporated herein by reference (the "BAA"). Waystar may use protected health information, as defined by HIPAA ("PHI"), received from Customer or created or maintained on behalf of Customer to render the Services in accordance with the terms of the BAA.
- c. Waystar may use PHI received from Customer or created or maintained on behalf of Customer to integrate such PHI with a practice management, electronic health record or health information system in accordance with the terms of the BAA.
- d. Customer acknowledges and agrees that, in order to render certain of the Services, Waystar must use patient information that has been de-identified in accordance with the standard and implementation specifications set forth at 45 CFR 164.514(a) and (b), such that the information no longer constitutes PHI ("De-Identified Data"). Customer hereby authorizes Waystar to use the PHI which Waystar received from Customer or created or maintained on behalf of Customer to create De-Identified Data for the purposes of rendering the Services. Customer further authorizes Waystar to use and disclose the De-Identified Data for consideration or for any other purpose consistent with applicable law.

6. Privacy and Security. Customer agrees to keep confidential and not to disclose to any third parties account codes or passwords issued to Customer by Waystar. Customer assumes full responsibility for selection and use of codes or passwords as may be permitted or required by the particular Services involved. Customer shall be responsible to ensure that each user granted an account code and/or password: (a) is fully aware of all of, and acts in accordance with, the obligations under this Agreement; and (b) maintains the secrecy and security of account codes and passwords and does not disclose them to any other person or entity. Customer is responsible for any use of and access to the Services by any person or entity using a Customer account code and password, whether or not such access was authorized. The use of the account code and password assigned to any user is deemed to constitute the acts of that person, and Waystar is entitled to rely upon the data input without any obligation to verify any user access. Customer may not circumvent or otherwise interfere with any user authentication or security of the Services and shall immediately notify Waystar of any security breach or attempted breach. Waystar reserves the right to suspend Customer's access to the Services if it determines, in its sole discretion, that Customer's actions violate these terms.

7. Pricing and Payment.

- a. All charges for the use of the Services, including applicable monthly fees, license fees, transaction or usage, or per Provider fees set forth in this Agreement ("Charges") shall be billed to Customer monthly based on usage recorded by Waystar's system and the pricing in effect at the time of Customer's use of such Services. All payments should be sent to Waystar via US Mail or as otherwise agreed, to the address set forth on the invoice. Invoices are due in accordance with Texas Govt. Code, Chapter 2251, "The Texas Prompt Payment Act." Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of this amount will be subject to a convenience fee of three percent (3%). Late payments (after sixty (60) days) will be subject to a late fee equal to the lesser of one and one-half percent (1.5%) per month or the maximum interest rate allowable under applicable law, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may suspend Customer's access to the Services under this Agreement upon ten (10) days' notice. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation of the Services.
- b. The Charges do not include applicable sales, use, excise, value added, utility or similar taxes. Customer shall be responsible for all such taxes however called (excluding any taxes imposed on Waystar's income) imposed by any federal, state, or local government or any regulatory authority or third party with respect to this Agreement, even if such imposition occurs after Customer's receipt of or invoicing for the Services or the termination of this Agreement. In the event that Customer documents its status as a tax-exempt entity, Waystar shall honor any valid exemption as applicable to the Services. At any time on or after the first anniversary of the Effective Date, Waystar may apply annual price and fee increases. In addition, Customer acknowledges that Waystar has no control over certain government-imposed fees and tariffs, changes in the rules, regulations or operating procedures of any service supplier (e.g. postal increases or interchange fees) or any federal, state or local governmental agency or regulatory authority which may result in a cost increase. Waystar reserves the right to increase the fees paid by Customer to offset any such increases in rates, charges or other costs from third-party suppliers and state or federal governmental entities, including without limitation Medicaid or Medicare administrators, or to offset any increase in costs of providing services hereunder resulting from rules, regulations and operating procedures of any financial institution, federal, state or local agency or regulatory authority, which fees are not subject to approval by Waystar or Customer. Any such increase shall become effective for Customer on the same day that it becomes effective for Waystar. In the event that Customer utilizes any third-party vendor registration system or similar service requiring Waystar to pay fees in order to register, affirm compliance or otherwise secure the ability to provide the Services and/or invoice Customer therefor, Waystar shall have the right to invoice Customer for all such fees.

8. Custom Development and Consulting: Waystar will provide custom development and consulting services ("Special Services") on an "as requested" or "as required" basis to Customer. The terms and conditions applicable to any and all Special Services will be clearly communicated to Customer and approved in writing by both parties in advance. Waystar owns all rights, including intellectual property rights, in any Special Services. Fees for Special Services provided to Customer, including the reasonable costs of travel and related expenses, shall be billed to Customer upon delivery or as scheduled and mutually agreed at Waystar's then current rates, with development and consulting billable in fifteen (15) minute increments.

9. Term and Termination.



- a. Unless otherwise agreed by the parties in Exhibit A, the initial term (the "Initial Term") shall begin on the Effective Date and shall continue for a period of twenty four (24) months, unless modified or terminated, in accordance with this Agreement. This Agreement shall automatically renew thereafter annually for additional one (1) year terms (each a "Renewal Term"), unless written notice of termination is provided by the non-renewing party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term (together, the "Term"). Should the term of a Product & Pricing Schedule or other Addendum under this Agreement extend beyond the Term of this Agreement, the Term of this Agreement will extend to be co-terminus with such Product & Pricing Schedule or Addendum. The Agreement will automatically terminate upon the termination or expiration of all Product & Pricing Schedules or Addendums, unless otherwise terminated earlier as provided herein. Termination of this Agreement shall not terminate Customer's obligation to pay Waystar for all Services performed under the Agreement prior to such termination. In the event of Customer's termination of this Agreement, in whole or in part, including cancellation of Customer's implementation, Customer shall pay to Waystar, as liquidated damages, a fee equal to fifty percent (50%) of the monthly fee and estimated transaction fees for the remaining portion of the then current Term for all solutions Customer desires to terminate. Such payment shall be in addition to and not in lieu of any other remedy Waystar may elect to pursue under applicable law.
  - b. The initial term and renewals for each Product & Pricing Schedule is included within the Product & Pricing Schedule. If a Product & Pricing Schedule does not include the initial term or renewal term for the included Services, the initial term for such Services and Product & Pricing Schedule will be co-terminus with the then current term of the Agreement and will renew in accordance with the Agreement.
  - c. Either party may terminate this Agreement if the other party fails to perform or comply with a material term or condition of this Agreement and if such failure is not cured within forty-five (45) days after written notice specifying such failure and the non-breaching party's intention to terminate. In addition, Waystar may terminate this Agreement (a) if Customer breaches Section 7, or (b) if Customer fails to comply with any obligation under Section 2.
  - d. In the event that Customer becomes insolvent, is adjudicated bankrupt, files a voluntary petition in bankruptcy, has a receiver appointed for it, makes an assignment for the benefit of creditors, is subject to filing of an involuntary petition in bankruptcy which is not discharged within thirty (30) days after filing, or takes any action or is subject to any action equivalent to any of the foregoing, then, to the extent permitted by law, Waystar shall have the right, at its option at any time thereafter, to terminate this Agreement and its related obligations by giving Customer reasonable written notice.
  - e. Upon termination of this Agreement by either party and for any reason, (i) Customer's right to access and use the Services shall cease, (ii) Waystar may take all actions necessary to preclude Customer's access and use, and (iii) Customer must pay the balance of all amounts owed to Waystar. Waystar will not be liable to Customer or any third party for Waystar's suspension or termination of this Agreement or of Customer's access to, or right to use, the Services where the termination or suspension is authorized by this Agreement.
10. Assignment. All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties and their respective heirs, personal representatives, successors and permitted assigns, including any successor to either party resulting from corporate merger, consolidation, reorganization or incorporation of a partnership. Notwithstanding the foregoing, any assignment of this Agreement by Customer shall be void without the prior written consent of Waystar. Waystar shall have the right to assign this Agreement to a parent, affiliate, subsidiary or successor in interest.

11. Warranties and Exclusive Remedies. Waystar warrants that the Services will be performed in a good and workmanlike manner, and that the features and functions of the Services will perform in all material respects as described in this Agreement and in the Waystar documentation. Waystar further warrants that it and each of its authorized personnel performing services hereunder is and shall be at all times eligible to participate in Medicare, Medicaid, CHAMPUS, CHAMPVA, and any other federal, state or local governmental reimbursement program for health care services. Waystar will ensure that it will not employ or contract with individuals that have been sanctioned by the Office of Inspector General or barred from any federal procurement program. THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WAYSTAR AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WAYSTAR DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE, AND THERE ARE NO OTHER WARRANTIES OF ANY TYPE WITH RESPECT TO THE PRODUCTS AND SERVICES. Should there be any failure in performance by Waystar or errors or omissions by Waystar with respect to the transmission of information (because of negligence or otherwise), Waystar's sole liability, and Customer's exclusive remedy, shall be limited to Waystar's use of commercially reasonable efforts to correct such failure in performance of transmission or errors or omissions.

12. Exclusions and Limitations of Liability.

- a. IN NO EVENT SHALL WAYSTAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION CUSTOMER'S CLIENTS) FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR LOST PROFITS, ARISING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICES HEREUNDER, EVEN IF WAYSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT WAYSTAR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. DUE TO THE NATURE OF THE SERVICES BEING PERFORMED BY WAYSTAR, IT IS AGREED THAT IN NO EVENT WILL WAYSTAR BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE OR EXPENSE CAUSED BY WAYSTAR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHICH IS NOT REPORTED TO WAYSTAR BY CUSTOMER WITHIN THIRTY (30) DAYS OF SUCH FAILURE TO PERFORM.
- b. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG-DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF WAYSTAR. ACCORDINGLY, WAYSTAR ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. WAYSTAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ACTIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DISPUTES CONCERNING PAYMENT OF CLAIMS, ELIGIBILITY STATUS OF



A PATIENT, AUTHORIZATIONS FOR CREDIT, DEBIT OR CHECK TRANSACTIONS, PRE-AUTHORIZATION, PRE-CERTIFICATION OR OTHER PAYER-SUBMITTED INFORMATION. INFORMATION SUBMITTED BY A PAYER THROUGH WAYSTAR IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE, AND WAITING PERIODS MAY APPLY.

- d. WAYSTAR'S LIABILITY RELATING TO THE SERVICES, INCLUDING ITS INDEMNIFICATION OBLIGATIONS, SHALL, IN THE AGGREGATE, NOT EXCEED ONE (1) MONTH'S AVERAGE BILLING TO CUSTOMER FOR SERVICES HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED, OR, IF THIS AGREEMENT HAS NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS AGREEMENT HAS BEEN IN EFFECT.
13. Force Majeure. Neither party shall be liable to the other for any failure or delay in performance of this Agreement if such failure arises out of causes beyond the reasonable control and without the fault or negligence of such party (a force majeure). Such causes may include interruption of power supply or communications, acts of God or nature, acts of terrorism or of a public enemy, civil disturbance, failure or delay of any governmental, civil or military authority, unavailability of labor, materials or energy sources, delay in transportation, war or other similar cause. Each party shall immediately provide written notice to the other of any such condition. The parties agree to take reasonable steps to mitigate their damages and minimize the effect of any *force majeure*.
14. Record Retention. If required by any regulations issued by the Centers for Medicare & Medicaid Services pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395 (x)(v)(1)(I)], 42 C.F.R. §§420.300-420.304), as amended, the books and records of Waystar necessary to certify the nature and extent of costs associated with Waystar's performance of services under this contract shall be maintained and preserved by Waystar for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. Waystar will also require any subcontractor or other organization providing the Services to maintain, preserve and make available its books and records to the same extent that Waystar is so required.
15. Independent Contractors. Waystar and Customer are independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between Waystar and Customer. Neither party will represent itself as being an agent or other representative of the other party or as having authority to assume or create obligations or otherwise act on behalf of the other party.
16. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of laws provisions. The parties agree that the Uniform Computer Information Transactions Act and any version of it adopted by any state in any form ("UCITA"), shall not apply to this Agreement. The parties agree to opt out if UCITA is determined to apply.
17. Indemnification by Waystar. Waystar will indemnify and defend Customer against any third-party claim that Customer's authorized use of any of the Services infringes upon the patent rights, copyrights, trademark rights or trade secret rights in the United States. Waystar shall pay any resulting damage award or settlement amount, provided that: (i) such claim does not arise out of Customer's misuse of the Services; (ii) Customer promptly notifies Waystar in writing of such claim; (iii) Waystar is given sole control of the defense of any action and of all negotiations for its settlement or compromise, and (iv) Customer cooperates with Waystar to facilitate such defense or settlement. Waystar may, in its sole discretion and at its expense, procure for Customer the right to continue using the Services, replace or modify the Services, or terminate, without

penalty, Customer's use of the affected Services, in which event Waystar will refund any unused prepaid amounts related to the affected Services.

18. Indemnification by Customer. To the extent permitted by the laws and Constitution of the State of Texas, Customer shall indemnify and defend Waystar against any and all claims asserted against Waystar and arising out of information provided to Waystar by customer and any use or provision of such information to any third party, or any other act or inaction against Customer.
19. Survival. The duties and obligations relating to the protection of PHI, mandates of law or regulation, and obligations imposed by this Agreement, which, by their nature or by definition, survive expiration or termination of this Agreement shall survive the termination of this Agreement by any means and for any reason, provided however that, in no event, shall Waystar's liabilities to Customer survive termination of this Agreement. Expiration or termination of this Agreement for any reason will not terminate Customer's obligation to pay Waystar for all Services performed prior to the date of such expiration or termination. Requirements regarding compliance, including Sections 6, 7 and 15, shall survive beyond termination of this agreement and shall extend for as long as such obligations remain applicable to the parties.
20. Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.
21. Entire Agreement. This Agreement and all Exhibits sets forth all the representations, promises and understandings between Customer and Waystar on the matters set forth herein and supersedes all prior proposals, agreements, representations and understandings, whether written or oral. No waiver, modification or alteration of any provision of this Agreement shall be binding or valid unless executed in writing and signed by both parties. Furthermore, no waiver by Waystar of any breach or remedy as to any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or remedy. If any part of this Agreement is held to be invalid, illegal or unenforceable, such part will be treated as severable. The remainder of the Agreement shall continue to be valid and enforceable as to the parties, and the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected. This Agreement shall be construed to serve the intention of the parties at the time of its execution. The parties have each had the benefit of counsel and participated in the drafting of this Agreement, and no ambiguity shall be construed against either party due to their having drafted the Agreement. The sections, paragraphs and other headings contained in this Agreement are for reference purposes only and shall neither be deemed to be part of the context nor affect the meaning or interpretation.
22. Executive Authority and Domain Administrator. The "Executive Authority" identified in this document is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Waystar to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified, will have full administrative privileges for Customer's account or family of accounts (Domain) to add and delete users and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Waystar platform for the designated domain to permit this individual to perform these functions.



In witness whereof, the parties have executed this Agreement as per the Effective Date defined in this document.

**Tarrant County**

**Waystar, Inc.**

By (signed): \_\_\_\_\_

By (signed): \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Subscriber Agreement Exhibit A

# Product & Pricing Schedule

This Product & Pricing Schedule (the "Schedule") and the Agreement govern access to and use of Services identified herein at the associated fees. The proposed Schedule will be honored until 11/01/2023 and expires unless accepted by that date. Services may be invoiced separately.

### Section I - Customer Address and Contact Information

#### Customer Information

Customer Name: Tarrant County

Implementation Contact: Amanda Campbell

Address: 100 E. Weatherford

City: Fort Worth

State: TX

Zip: 76196

E-mail: [accampbell@tarrantcountytx.gov](mailto:accampbell@tarrantcountytx.gov)

Phone: (817) 321-5320

Fax:

#### Billing Information

Bill-To Name: Tarrant County

Billing Contact: Tarrant County Audit and Amanda Campbell – Tarrant County Public Health

Address: 100 E. Weatherford

City: Fort Worth

State: TX

Zip: 76196

E-mail: [accampbell@tarrantcountytx.gov](mailto:accampbell@tarrantcountytx.gov) and  
[SAP\\_invoices@tarrantcountytx.gov](mailto:SAP_invoices@tarrantcountytx.gov)

Phone: (817) 321-5320

Fax:

*Electronic invoices will be sent to this e-mail address.*

#### Domain Administrator

Name: Amanda Campbell and Rosie Ivy

Title: Business Solutions Manager, Insurance Billing Supervisor

Address: 100 E. Weatherford

City: Fort Worth

State: TX

Zip: 76196

Email: [phinsurance@tarrantcountytx.gov](mailto:phinsurance@tarrantcountytx.gov)

Phone: (817) 321-4992

Cell: 817-321-5308

#### Executive Authority

Name: Tim O'Hare

Title: County Judge

Address: 100 E. Weatherford

City: Fort Worth

State: TX

Zip: 76196

Email: [tjohare@tarrantcountytx.gov](mailto:tjohare@tarrantcountytx.gov)

Phone: (817) 881040

Cell:



## Section II - Services & Pricing

### eCW Advanced Bundle

Solution	Your Monthly Fee	Implementation Fee
eCW Advanced Bundle includes the following solutions:		
<ul style="list-style-type: none"><li>Professional &amp; Institutional Claim Transactions<ul style="list-style-type: none"><li>Paper Claims included.</li></ul></li><li>Electronic Remittance Advice</li><li>Eligibility<ul style="list-style-type: none"><li>Waystar reserves the right to audit Customer's Eligibility to Claims ratio and if Waystar determines in its reasonable discretion that the Eligibility to Claims ratio is excessive, Waystar reserves the right to move the Customer to a per transaction fee model.</li></ul></li><li>Patient Estimation<ul style="list-style-type: none"><li>Transactions in excess of submitted professional claims will be charged at \$0.25 per inquiry.</li></ul></li><li>Denial &amp; Appeal Management<ul style="list-style-type: none"><li>Paper Appeal Packages: \$2.50 per paper appeal package sent. Each paper appeal package includes up to 5 pages, and additional printed pages are \$0.25 each.</li></ul></li><li>Claim Monitoring<ul style="list-style-type: none"><li>Includes 1 status inquiry per submitted 837 if no corresponding 835 has been received 45 days after submission to payer and an additional inquiry if no corresponding 835 has been received 60 days after submission. Claims Monitoring applies only to payers who support electronic claim status inquiries.</li></ul></li><li>Advanced Propensity to Pay - Coming Soon<ul style="list-style-type: none"><li>Implementation and delivery of Advance Propensity to Pay is contingent upon eClinicalWorks delivery of required client data feed to Waystar.</li></ul></li><li>Standard &amp; Advanced Alerts</li><li>\$129.00 per Provider. Subscribed for 7.00 Provider(s).</li></ul>		
	\$903.00	Waived

### Coverage Detection

Solution	Your Monthly Fee	Implementation Fee
Coverage Detection Subscription includes 1,000 records, \$2.789 per additional record.	\$2,789.00*	Waived

\*The monthly fee for Coverage Detection will apply on the invoice following the earlier of i) the first go-live transaction or ii) April 1, 2024 and going forward.

## Technology, Staffing, and Support Services

In addition to the features and functionality referenced within, you'll also receive the following technology, staffing and support services:

- Six Sigma designed implementation
- Unlimited users
- Ongoing training available online
- Support available through via phone, chat, or online case submission
- Frequent updates and communications from Waystar about the company's newest available features, functionality, and regulatory changes that could impact your business
- Reporting package available online
- SSAE-16 Certification & Disaster Recovery
- Access to Waystar's developer portal that facilitates product integration

**Your support team and Waystar's Support & Training Center enable your users and managers to:**

- Log support issues
- View/manage status of open issues
- View/manage prior issues and resolution
- Access knowledgebase articles
- Access training materials such as user guides and training videos 24/7
- Attend regularly scheduled training webinars



### ***Section III - Product & Pricing Schedule Terms and Conditions***

1. Access and Use of Waystar Products and Services. Customer's access and use of the Services identified herein is subject to the terms and conditions of this Schedule and the Agreement.
2. Pricing and Payment.
  - a. Payment terms are as stated in the Agreement unless modified in this Schedule. All charges for the use of the Services ("Charges") shall be billed to Customer monthly and will commence on Go Live of the Service.
  - b. Charges shall be calculated based on the number of Providers included in Customer's billing plan in any calendar month as recorded by the Waystar platform. For the purposes of the calculation set forth in the preceding sentence, a "Provider" shall be defined as either (i) human individual with a unique national provider identifier or (ii) a non-human entity submitting fewer than five hundred (500) claims per month which has a unique national provider identifier. In the event any non-human entity defined as Provider in the foregoing sentence exceeds the five hundred (500) claims per month threshold (as such usage is recorded by Waystar's system) then such excess claims transaction shall be billed at \$1 per each claims transaction above the five hundred (500) threshold. Furthermore, the five hundred (500) threshold and the \$1 per transaction pricing shall also apply any services set forth in Section II of this Agreement which utilizes per Provider pricing and for which the number of claims transactions is the basis for the calculation of the monthly fee(s). Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services.
3. Term. The initial term of this Schedule and the Services included herein (the "Initial Term") shall be co-terminus in accordance with the default Initial Term provided in the Agreement.
4. Executive Authority and Domain Administrator. The "Executive Authority" identified in this Schedule is an authorized individual empowered to make decision on behalf of Customer and having the legal authority to legally bind Customer. The Executive Authority may issue a directive to Waystar to designate, modify or change the Domain Administrator. The "Domain Administrator" as identified in this Schedule, will have full administrative privileges for Customer's account or family of accounts (Domain) to add and delete users and will manage access rights, privileges and permissions for each user for the domain. As such, the Domain Administrator will be assigned a login and password to access the Waystar platform for the designated domain to permit this individual to perform these functions.



In order to enhance your client service experience with your PM/EMR vendor, that vendor desires access to certain claims and financial information housed within Waystar. Please complete the following information below authorizing Waystar to provide your PM/EMR vendor with access to historical and current Waystar information flows to your Practice Management, Electronic Health Record.

---

Client Name: Tarrant County

CustID:

Authorized Client Representative:

Representative Title:

Vendor/Partner Selected: eClinicalWorks

---

I acknowledge that I am requesting that historical and current data protected according to HIPAA/HITECH regulations be shared with the selected Vendor/Partner for purposes of implementing products and/or services. I further acknowledge that the Vendor/Partner has a current Business Associates Agreement in place between our two organizations.

Signature:

Date:

STATE OF TEXAS           §

§

**BUSINESS ASSOCIATE AGREEMENT**

COUNTY OF TARRANT   §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and Waystar, 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 Waystar, 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:
  - to perform functions, activities, services, and operations on behalf of COUNTY as specified in the Services Agreement
  - For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that all other terms related to the permitted uses and disclosures of PHI in this BA Agreement are met.

### 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 three (3) business days, and to report any potential Breach of Unsecured Protected Health Information within three (3) 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;
- 4.6 to notify COUNTY in writing within three (3) 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, 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;
- 4.8 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;
- 4.9 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 three (3) 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 three (3) 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;

**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 three (3) 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 three (3) 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 that the associated *Waystar Subscriber Agreement* is approved in Tarrant 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. 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 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. 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) AND SUBJECT TO THE LIMITATION OF LIABILITY 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.

**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:**

Waystar, Inc.  
888 W. Market St.  
Louisville, KY 40202  
Attn: Legal Department

**If to Covered Entity:**

Tarrant County Public Health  
1101 South Main Street, Suite 2500  
Fort Worth, TX 76104

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.** Waystar, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties by completing Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295 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 instructions for completing 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:


- ☒ Submission of the Form 1295 is a required component of this BA Agreement. Example Form 1295 is attached, and BA must follow instructions to file online with the Texas Ethics Commission 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**

DocuSigned by:  
  
0649F6072C05432  
Signature

Steve Oreskovich  
Printed Name

CFO

Title  
8/8/2023

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.

# 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.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Waystar Health  
Louisville, KY United States

Certificate Number:

2023-1051567

Date Filed:

07/25/2023

Date Acknowledged:

08/08/23

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.

Waystar for 2015-144  
Revenue Cycle Management Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Steve Oreskovich and my date of birth is 12/05/71

My address is 888 W Market St Louisville KY 40202 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of KY, on the 7 day of August 2023  
(month) (year)

Caroline Horvath

Signature of authorized agent of contracting business entity  
(Declaration)

**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:

[Waystar Subscriber Agreement]

**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



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).

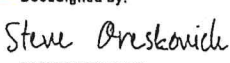
Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm 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.

☒ 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 it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

DocuSigned by:  
  
Signature of Certifying Person

Steve Oreskovich

Printed Name of Certifying Person

Chief Financial Officer

Title of Certifying Person

**Waystar, Inc.** \_\_\_\_\_  
Name of Vendor Company

8/3/2023  
\_\_\_\_\_  
Date Certified

09252023

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.