

MARGIE R IBARRA
COUNTY CLERK
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WEBB COUNTY, TEXAS

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ECEPTIONIST SERVICES AGREEMENT

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ECEPTIONIST SERVICES AGREEMENT

THIS ECEPTIONIST SOFTWARE SERVICES AGREEMENT (this "Agreement") is entered into as of March 13, 2023 by and between **E-ceptionist, Inc.**, a Texas corporation ("Company"), and **Webb County Texas, for the Public Health Services Department, 1000 Houston Street, Laredo, Texas 78040** ("Client") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

RECITALS

Company has rights to various tools, technology, applications, intellectual property, equipment and systems (known as EceptionistCX) which are utilized by Company to provide and support Web based scheduling, wait list, triage and referral, telehealth and administrative functions to licensed users, including loading, storing and retrieving data and making the stored data available through an Internet or Intranet website which may or may not be operated by Company (independently or on behalf of Company customers).

On the terms and conditions set forth below, Client wishes to use the following EceptionistCX services along with the related administrative functions of the system and service from Company.

- VaxManagerCX
- ReferralCX
- SchedulingCX
- WorkflowCX
- eConsultCX

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meaning ascribed to them elsewhere in this Agreement and as set forth below:

"Affiliate" means a business entity controlling, controlled by or under common control with a specified party.

"Business Day" means (i) with respect to any time period within which CLIENT must respond, Monday through Friday, excluding any holidays recognized by CLIENT as company-wide holidays, and (ii) with respect to any time period within which Company must respond, Monday through Friday, excluding any holidays recognized by Company as company-wide holidays.

"CLIENT Content" shall mean all CLIENT Marks, text, sound, graphics, video and any other data or content supplied from time to time by CLIENT to Company for incorporation into the Website GUI or for access by Licensed Users of the Service.

"CLIENT Marks" means any trademark, trade name, service mark or logo of CLIENT or its Affiliates or licensed for use by CLIENT or its Affiliates, and incorporated into the Website GUI.

"Company Marks" means any trademark, trade name, service mark or logo of Company relating to any aspect of the Service and/or the Features associated therewith, including, without limitation, the name and marks Eceptionist® and E-Ceptionist®.

"Features" means the technology, tools, content and applications incorporated into the Eceptionist® Service, as identified or described in the Specifications set forth in Schedule 1.

"Fees" shall mean the service fees to be paid to Company by CLIENT for management services and/or for allowing Licensed Users to access the Service, which the service fees are set forth in Schedule 2 attached hereto, and, if applicable in any Work Order and/or Change Order executed by the parties pursuant to this Agreement.

"Force Majeure" shall mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation of the party claiming Force Majeure. Such causes shall include but not be limited to acts of God, war (declared or undeclared), terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such party's employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and interference or hindrance by any governmental authority.

"Functionality" means the links, scripts, web services and database calls embedded in a web page and designed to provide Licensed Users with interactive access to the Service and CLIENT Content.

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“Graphical User Interface” or **“GUI”** means the colors, fonts, branding, and “look and feel” and positional layout of graphics and the specific combination of CLIENT Content of the Website viewed as a whole, to the extent such positional layout represents copyrightable expression under United States copyright law.

“Implementation Schedule” shall mean the schedule for the implementation, onboarding and management services and for providing access to the Service by the initial Licensed Users (per Work Order No. 1) as set forth in Schedule 4 attached hereto, and as may be set forth in any subsequent Work Order executed by the parties with respect to the addition of Licensed Users or groups thereof.

“Intellectual Property Rights” shall mean, with respect to any data, device, object code, source code or other asset of any kind, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereinafter existing (a) right associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trade-or-service mark and tradename rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights of every kind and nature relating to any such data, device, object code, source code or other asset and however designated including, without limitation, logos, “rental” rights, rights to remuneration, and all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, device, object code, source code or other asset, whether arising by operation of law, contract, license or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in the foregoing).

“Licensed Users” means the facilities, personnel and patients of CLIENT that are located in the United States of America, including managed, owned, or network affiliated clinics and doctor’s offices for which or whom all required Fees have been paid as required by this Agreement; but shall exclude individuals and customers for whom access to the System and Service is not expressly licensed hereunder. All Licensed Users are subject to the terms and conditions of this Agreement and the End User License Agreement which is attached in Schedule 3.

“Service” means the totality of the Eceptionist® System, Features and Functionality made available to Licensed Users through the Internet or Intranet Website that may or may not be managed and hosted by Company for CLIENT.

“Specifications” means the functional, technical, operational and other service specifications for the Eceptionist® Service (and the underlying System and Features) set forth in Schedule 1, and the terms of Work Order No. 1 and any subsequent Work Orders and/or Change Orders executed by the parties with respect to the addition of new functionality and/or Licensed Users or groups thereof.

“System” means computer and related hardware, hardware configurations, operations systems and related firmware, Company proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity) required to enable Licensed Users to the Service to obtain online interactive access through the Website to the Eceptionist® Features and Functionality as described in the Specifications, together with any modifications, enhancements and updates thereto.

“Website” shall mean the Intranet or Internet webpage or webpages (and associated Graphical User Interface) through which Licensed Users access the CLIENT Content for use with the Eceptionist® System and Service.

“Work Order” means Work Order No. 1 attached to and made a part of the Specifications and any subsequent Work Order executed by the parties to evidence the identity of new Licensed Users or groups thereof and any other terms and conditions relating thereto.

ARTICLE 2. WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

2.1 Onboarding

Company agrees to provide the services necessary to onboard CLIENT to the Eceptionist service provided by Eceptionist so that Licensed Users may access the System, Features and Service in substantial accordance with the Specifications attached hereto as Schedule 1 and any Work Order executed by the parties. The Graphical User Interface of the CLIENT Landing Page will be branded in accordance with CLIENT reasonable style requirements, as set forth in the Specifications or as may hereafter be provided to Company by CLIENT; provided, that the Website page footer and Website shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate’s home page. Company shall use commercially reasonable efforts to provide the development and implementation services in accordance with the requirements of the Implementation Schedule attached as Schedule 4 hereto, extended, however, to the extent of any delays caused by CLIENT or by Force Majeure, or to the extent otherwise mutually agreed upon by the parties. CLIENT will deliver to Company all CLIENT Content that CLIENT intends for Company to incorporate into the Website and make available for access by Licensed Users of the Service. The initial CLIENT Content and any additions and updates shall be provided by CLIENT to Company in an electronic format reasonably acceptable to Company or as may be specifically set forth in the Specifications.

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2.2 Shadow Site/Acceptance Test

In accordance with the Implementation Schedule, Company shall provide CLIENT with restricted access to the Website and Service on a password protected server for CLIENT' review and acceptance. CLIENT shall have five (5) days to review and evaluate the Website and Service to confirm that the System and Features are in substantial compliance with the Specifications (the "Acceptance Test"). If the Service or any portion thereof fails to pass the Acceptance Test, CLIENT will notify Company in writing, specifying the nature of such failure in reasonable detail, and Company shall have ten (10) days after receipt of such notice during which to correct the problem. Thereafter, CLIENT will re-conduct the Acceptance Test and the notification procedures will be repeated. In the event that Company is unable to correct the problem to CLIENT's reasonable satisfaction after the third Acceptance Test, CLIENT may elect one of the following remedies: (a) to extend the time for Company to provide a revised Website or (b) to revise the Specifications and to negotiate appropriate adjustments to the Fees and to the Implementation Schedule to reflect the revised Specifications.

2.3 Website Hosting

Upon satisfactory completion of the Acceptance Test, and continuing throughout the remainder of the term of this Agreement, Company shall establish and maintain the communications links, Internet access and equipment necessary to configure, maintain and act as host system operator to provide the Licensed Users with access to the Service through the Website; provided, however, that each such Licensed User is responsible for obtaining at its cost and expense all telephone and other equipment necessary for Internet access and service. The hosting services provided by Company will be provided on infrastructure that is located in the United States of America. Hosting services shall be provided in substantial conformance with the Specifications and, except to the extent expressly provided otherwise in the Specifications, the following provisions shall apply:

(a) Domain Name

Company shall own the domain name for the Website. Company shall own all right, title and interest in and to the domain name and all Intellectual Property Rights related thereto.

(b) Content Control

CLIENT shall be solely responsible for creating, managing, editing and reviewing the CLIENT Content and all Licensed User-generated content that is provided on the Website (the "Additional Content"). Company shall not supplement, modify or alter any CLIENT Content (other than modifications required to upload the CLIENT Content to the Website), except with CLIENT's written consent.

2.4 Project Liaisons

The project liaisons for each party shall be the persons identified in the Specifications until either party notifies the other in writing of its substitute project liaison.

2.5 Change Procedures

If CLIENT wishes to add additional licensed users and/or sites and/or other service areas (that are not included under this Agreement) and/or modify the Specifications or otherwise change the Website at any time during the term of this Agreement, CLIENT shall notify Company in accordance with the following procedure: (a) CLIENT shall describe the requested addition, deletion or modification to Company (the "Change Notice"), (b) within ten (10) days of such change notice, Company shall submit a change order proposal (the "Change Order") that includes a statement of any proposed increase, decrease or change in the Fees or Implementation Schedule resulting from the proposed Change Notice. Upon CLIENT's approval of the Change Order, the Change Order shall become a part of and incorporated into this Agreement. The Change Order Fee Schedule in **Schedule 2** will be used to calculate the Fees associated with any Change Order that are agreed to over the Term of the Agreement. Any additional deliverables or changes to the Website described in the Change Order shall be subject to Acceptance Testing at a shadow site as described in Section 2.2.

2.6 Non-Competition

Company shall be free (i) to license and provide the Service through the same website, its own websites or other on-line service connections during the term of this Agreement.

ARTICLE 3. LICENSES AND PROPRIETARY RIGHTS

3.1 License to Features

Company hereby grants to CLIENT a non-transferable (except as otherwise provided herein), non-exclusive, worldwide license to market and distribute the right to access and use the Service solely to Licensed Users who visit the CLIENT Landing Page of the Website to access the Service and/or to those Licensed Users who access the Website via web services to access the Service, subject to the terms and conditions of this Agreement. Without limiting the foregoing, except for the limited purpose of accessing and using the Features, this license does not give CLIENT or any other party the right to view, access, copy or otherwise use the System or any part thereof, nor does this license give CLIENT the right to resell or sub-license the Service to any third party other than Licensed Users. The term of this license to CLIENT shall expire upon any termination of this Agreement. All rights not expressly granted herein to CLIENT are retained by Company.

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3.2 Confidential Information

(a) Each party agrees to regard and preserve as confidential all information related to the business and activities of the other and their respective Affiliates, and each of their respective clients, suppliers and other entities with whom they do business, that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") as a result of this Agreement ("Confidential Information"). The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such Confidential Information to any person, firm or enterprise, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Disclosing Party in writing, and even then, to limit access to and disclosure of such Confidential Information to the Receiving Party's employees and consultants on a "need to know" basis only. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information is: (i) already known to Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (iii) becomes publicly available through no wrongful act of the Receiving Party; (iv) independently developed by the Disclosing Party without reference to any Confidential Information; or (v) required to be disclosed pursuant to a requirement of a governmental agency or law, such as the Texas Public Information Act, so long as the Receiving Party provides the Disclosing Party with timely written prior notice of such requirements.

(b) Each Receiving Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party will have no adequate remedy in damages and, accordingly, shall be entitled to injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach hereof.

3.3 Branding, Advertising and Press Releases

(a) Company hereby grants to CLIENT a worldwide, limited, non-exclusive, non-transferable, fully paid license to use and reproduce the Company Marks for the term of this Agreement with respect to the Company logo and/or the footer logo that shall include the Eceptionist® or other Eceptionist® Affiliate logo and hyperlink to Company or such Affiliate's home page.

(b) CLIENT hereby grants to Company a limited, non-exclusive, non-transferable (except as otherwise expressly provided herein), fully-paid license to use those portions of the CLIENT Content and Additional Content which are delivered by CLIENT to Company to the extent necessary for Company to develop and implement any Change Orders or other services pursuant to this Agreement. Company shall not use such CLIENT Content for any other purpose. All CLIENT Content shall be deemed CLIENT Property (as defined in Section 3.6) for purposes of this Agreement.

(c) Except as provided above in this Section 3.3, neither party shall acquire a right to use, and shall not use without the other party's prior written consent, in each instance, the names, characters, logos, symbols, artwork, designs, trade names, trademarks or service marks of the other party in any advertising, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's products or services, and each party shall maintain all copyright, trademark, service mark or other proprietary notices on such party's products or services and otherwise comply with such party's reasonable quality control requirements. Each party agrees not to unreasonably withhold or delay consent to the extent the other party is required to disclose or announce the other party's name under applicable law.

3.4 Ownership of Company Property

CLIENT acknowledges that, except for CLIENT Property as defined hereunder, Company owns all right, title and interest in and to all software and other technology, including, without limitation, source codes, business rules, process flow, object codes, operating instructions, writings, interfaces, information, data, formulas, algorithms, models, drawings, photographs, design concepts, standard templates and desktop icons for the System, Features, Service and Website, and in all other documentation developed for or relating to the System, Features, Service and Website, and in all data and other information of any kind, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies and derivative works, all of which together shall constitute the "Company Property." Except as expressly provided in this Agreement, CLIENT shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Company Property or copies thereof. All Intellectual Property Rights and all other property rights of any nature in the Company Property are, shall be and shall remain in Company. The Company Property is and shall remain the sole and exclusive property of Company, with Company having the right to obtain and to hold in its name, patents, copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. To the extent applicable, CLIENT agrees, at Company's expense, to execute such further documents, and perform such other reasonable acts, as Company may reasonably deem necessary, useful or convenient to evidence or perfect the rights of Company defined in this Section 3.4.

3.5 Ownership of CLIENT Property

Company acknowledges that CLIENT owns all right, title and interest in and to material, if any, independently developed or obtained by CLIENT which is submitted for access by Licensed Users of the Service ("CLIENT Property"). Except as expressly provided in this Agreement, Company shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such CLIENT Property or copies thereof. The CLIENT Property is and shall remain the sole and exclusive property of CLIENT. Upon termination of the Agreement, Company must return all CLIENT Property to CLIENT.

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3.6 Ownership of Data

Company agrees that all records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder are the property of CLIENT and its Licensed Users. Upon the termination or expiration of this Agreement, Company shall make available to CLIENT, through a mutually agreed upon format, for CLIENT to import into its systems, all such records, files, reports and other data relating to the Licensed Users which are received, used or stored in connection with the services provided hereunder. Without CLIENT's prior written consent, Licensed User records and other data shall not be (i) used by Company other than in connection with providing the services pursuant to this Agreement, (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by Company, or (iii) commercially exploited by Company. All such records and other data shall be furnished to CLIENT upon payment by CLIENT of all Fees then due hereunder and upon payment of reasonable costs of shipping and other costs associated with providing such records, upon the termination or expiration of this Agreement.

3.7 Right of Injunction

The parties acknowledge that a breach by either party of this Article 3 may give rise to irreparable injury to the other, inadequately compensable in damages. Accordingly, the parties hereby consent to the obtaining by the other party of injunctive relief against the breach or threatened breach of the undertakings of the parties contained in this Article 3. The parties further agree that such an order so enjoining a party may be issued pending final determination thereof without the requirement to post bond. The obligation of the parties under this Article 3 shall survive the termination of this Agreement.

ARTICLE 4. FEES

4.1 Service Fees

As compensation for Company's providing Website for providing the Licensed Users with access to the System and Service in accordance with this Agreement (and for the licenses associated therewith), CLIENT agrees to pay to Company the Fees in the amounts and at the times set forth in the service fee schedule attached hereto as Schedule 2, and, if applicable, any additional fees or charges expressly set forth in a Work Order and/or Change Order executed by the parties. CLIENT agrees to pay Company per the payment terms set forth in Schedule 2 attached hereto. Payment in full of the amounts in each invoice is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate as provided pursuant to Texas Government Code section 2251.025. .

4.2 Taxes

All Fees payable by CLIENT to Company hereunder are exclusive of any and all applicable sales, use, VAT or other taxes. CLIENT is a body corporate politic under the laws of the State of Texas and claims exemption from sales, use and VAT taxes under Texas Tax Code Ann. §151.309, as amended. Exemption certificates will be provided to Company upon request. .

ARTICLE 5. TERM AND TERMINATION

5.1 Term

The initial term (the "Initial Term") of this Agreement shall commence as of the date first set forth above and shall continue until the Third (3rd) anniversary of such date, unless sooner terminated as provided herein (or sooner terminated with respect to specified Licensed Users in accordance with the express terms of any Work Order executed by the parties). The Initial Term are referred to in this Agreement as the "term." . .

5.2 Termination

Each non-breaching party may, at the non-breaching party's option, terminate this Agreement prior to the end of the term set forth in Section 5.1 by written notice to the other (i.e., breaching) party for the following reasons:

- (a) if either party materially fails to perform or comply with this Agreement or any provision hereof;
- (b) if either party fails to strictly comply with the provisions of Article 3 or makes an assignment in violation of Section 7.6;
- (c) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors;
- (d) if a petition under any foreign state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by either party;
- (e) if such a petition is filed by any third party, or an application for a receiver of either party is made by anyone and such petition or application is not resolved favorably within sixty (60) days; or
- (f) after the 1st year of the initial Term, either party may terminate this Service Agreement for convenience and without cause by providing the other party notice of such termination in writing at least sixty days prior to such termination.

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In any event, termination under this Section 5.2 shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

A party in breach of the terms and conditions of this Agreement may not seek the option of termination otherwise available to a non-breaching party under this Section 5.2 of the Agreement.

5.3 Suspension

Notwithstanding anything to the contrary contained herein and without being obligated to exercise its rights to terminate this Agreement in accordance with Section 5.2, if any Fees under this Agreement or other sums owed to Company by CLIENT (which are not subject to a bona fide billing dispute) remain unpaid for more than thirty (30) Business Days or if CLIENT otherwise breaches this Agreement, Company may, in its sole and absolute discretion, suspend access to the Website and/or the Service by CLIENT and its Licensed Users until such amounts are paid in full. A written notice will be given to CLIENT seventy two (72) hours before Service is suspended.

5.4 Transition

Should either party choose to terminate this Agreement under this Section, Company will be obligated to work with CLIENT over a ninety (90) day transition period on a time and materials basis to help transition CLIENT to a different system. The scope of the transition services will be agreed to between Company and CLIENT through an executed Change Order. CLIENT agrees to pay Company per the amounts agreed to in the transition Change Order within 30 days of the date of any bill. CLIENT shall pay interest on all overdue amounts at the simple interest rate as provided pursuant to Texas Government Code section 2251.025..

ARTICLE 6. WARRANTY; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1 General Warranties

Company represents and warrants that (i) it has all necessary rights, licenses and approvals required to provide the Service to CLIENT in accordance with the terms of this Agreement; and (ii) the Service will operate in accordance with this Agreement and the Specifications in all material respects.

6.2 Performance and Uptime

During the term of this Agreement, Company further represents and warrants that it will use commercially reasonable efforts to make the Website (including all servers that run the Website) and Service accessible by the Licensed Users twenty-four (24) hours per day, seven (7) days per week, subject to Force Majeure events and reasonable periods of downtime for scheduled and emergency maintenance.

6.3 Intellectual Property

Company represents and warrants that the System does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Company by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

6.4 Warranty Disclaimer; Limitation on Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, E-CEPTIONIST MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-CEPTIONIST'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT OR THE SERVICE, THE FEATURES, THE SYSTEM AND THE WEBSITE SHALL BE LIMITED TO THE ACTUAL SUM OF THE SERVICE FEES RECEIVED BY E-CEPTIONIST DURING THE EQUIVALENT TWELVE-MONTH PERIOD PRECEDING THE EVENT CAUSING SUCH DAMAGES, AND WILL NOT INCLUDE CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, EVEN IF E-CEPTIONIST HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. IN NO EVENT SHALL E-CEPTIONIST BE LIABLE TO CLIENT, LICENSED USERS OF THE SERVICE OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM THE CLIENT CONTENT, THE CLIENT PROPERTY, OR REGARDING THE NATURE OF THE INFORMATION OR DATA CONTAINED ON, INCORPORATED IN OR USED IN CONNECTION WITH THE SERVICE, OR WITH RESPECT TO THE RESULTS OF USING THE SERVICE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

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6.5 Indemnification by Company

(a) Company agrees to defend, indemnify and hold CLIENT and its Affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees (collectively, "Claims") alleging that the System, Service or Features provided by Company hereunder, or the use thereof, infringes or violates any U.S. patents, copyrights, trade secrets, or other proprietary rights of any third party; provided, however, that this indemnity shall expressly exclude any Claims to the extent resulting from or arising out of any (i) CLIENT Content, Additional Content or CLIENT Property or (ii) deliverables developed hereunder by Company in accordance with the Specifications.

(b) If the System, Features or Service becomes, or in Company's reasonable opinion is likely to become, the subject of any Claim covered by Section 6.5(a), then Company may, at its expense, either: (i) procure the right to continue using same as contemplated hereunder; (ii) modify same to render same non-infringing (provided such modification does not adversely affect the Service in a material way); or (iii) replace same with an equally suitable non-infringing substitute. If none of the foregoing options are commercially practicable in the reasonable judgment of Company, then CLIENT shall have the right to terminate this Agreement.

6.6 Representations and Warranties of CLIENT

CLIENT represents and warrants that it has all necessary rights, licenses and approvals required to provide the CLIENT Content and CLIENT Property to Company for use in accordance with this Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 Relationship of the Parties

Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Company agrees and represents that it is an independent contractor and its personnel are not CLIENT's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any CLIENT employee benefits.

7.2 Survival of Certain Provisions

Article 3, Article 6, and Article 7 shall survive any termination or expiration of this Agreement.

7.3 Notices

Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by fax (with a copy by prepaid registered or certified mail sent on that same day), commercial courier service or prepaid registered or certified mail. Any written notice delivered by fax shall be deemed to have been given on the day faxed to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below:

If to Company:

E-Ceptionist, Inc.
405 Main Street, Suite 800A
Houston, Texas 77002
United States

Attention: Trey Havlick
Fax: 713.520.6785

If to CLIENT:

CLIENT

Webb County _____
100 Housotn Street _____
Laredo, Texas 78040 _____

Attention: Hon. Tano E. Tijerina _____
_Webb County Judge _____

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7.4 Nonwaiver

Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right, or remedy shall be and remain in full force and effect.

7.5 Severability

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

7.6 Assignment

Neither party shall not assign any of its rights or duties under this Agreement without the prior written consent of Company, with such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, and in addition, Company may assign this Agreement to any of its Affiliates or in connection with obtaining financial arrangements. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7.7 Force Majeure

Neither party hereto shall be liable to the other for failure to perform any of its obligations hereunder to the extent performance is prevented or delayed due to Force Majeure.

7.8 Binding Effect

Except as provided herein, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

7.9 Governing Law

This Agreement shall be governed by, and construed, enforced and performed in accordance with the laws of the State of Texas in the United States of America (excluding its conflicts of law principles).

7.10 Dispute Resolution

(a) The parties hereton shall initially attempt to resolve all claims or controversies arising under, out in connection with this Agreement by conducting good faith negotiations amongst themselves. If the parties hereto are unable to resolve the matter following good faith negotiations, the parties agree that such matter shall be resolved by litigation with the parties agreeing that venue shall be the state courts of Webb County, Texas.

(b)

7.11 Non-Solicitation

Neither party shall directly or indirectly solicit for employment or hire or utilize the services of any employee, agent, representative or consultant of the other who is or was engaged in any work performed under this Agreement during the time any work is being performed and for one year after the completion of the Services hereunder.

7.12 Schedules

The following Schedules are attached hereto and incorporated herein by reference:

Schedule 1 – Service Specifications (including Initial Work Order No. 1)

Schedule 2 – Fee Schedule

Schedule 3 – End User License Agreement

Schedule 4 – Implementation Schedule

Exhibit A – Business Associate Agreement

7.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ECEPTIONIST SERVICES AGREEMENT

7.14 Entire Agreement and Modification

This Agreement and any attached exhibits or schedules and any Work Orders issued pursuant hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

7.15 Compliance with all Laws, Regulation and Standards

The parties mutually agree to execute a Business Associate Agreement attached hereto as **Exhibit A**.


7.16 Export Regulations

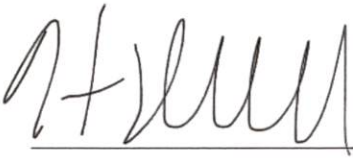
Client acknowledges that the software relating to the Eceptionist® Service and System is subject to United States export controls, pursuant to the United States Export Administration Regulations. Client shall comply with all applicable provisions of the Export Administration Regulations, and shall not export, re-export, transfer, divert or disclose, directly or indirectly, including via remote access, the software or documentation, or any direct product thereof, except as authorized under the Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the Effective Date.

WEBB COUNTY TEXAS PUBLIC HEALTH SERVICES

E-CEPTIONIST, INC.

By: 
Name: Tano E. Tijerina
Title: Webb County Judge
Effective Date: March 13, 2023

By: 
Name: Dirk Voorhees
Title: Principal
Effective Date: March 13, 2023

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato Paredes
Chief Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On March 13, 2023

Schedule 1 – Service Specifications

PART 1 – TECHNICAL SPECIFICATIONS

1. Company will provide the Eceptionist service from a hosted environment that is contracted for use by Company (“Server”). Company uses infrastructure provided by Microsoft Corporation (“Azure”) to host Customer Data submitted to Eceptionist. Eceptionist is hosted and its Data is stored within the Central and Western part of the United States.
2. Company will be responsible for backing up the data stored in the database in the United States.
3. The Eceptionist service will utilize a 256-bit security certificate in order for the Server environment to utilize a Transport Layer Security (TLS) HTTPS protocol version 1.2.
4. Company will provide CLIENT with an organizational landing page in Eceptionist that can be white labeled for CLIENT. Note, white labeling includes incorporating CLIENT’s logo and an CLIENT label but does not include changing the layout of the Eceptionist Eceptionist platform or service.
5. All Licensed Users that want to access all features of Eceptionist (including all administrative features) will be required to have one the following software programs installed on their computers (or other devices):
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari

Please note that Company plans to support future versions of Microsoft Internet Explorer, Chrome and Safari as they come out, but there may be a lag between a new version of coming out and Company’s support for this new version.

6. All Licensed Users that want to access the self-scheduling and self-referral/econsult/second opinion within Eceptionist will be required to have one the following software programs installed on their computers (or other devices)
 - Microsoft Internet Explorer version 11 and Microsoft Edge (new version)
 - Chrome
 - Safari
 - IOS Safari Browser
 - Android Chrome Browser
7. A summary of the Eceptionist® services/tools that are being licensed to Client are included below.
 - **VaxManagerCX**
 - **-ReferralCX**
 - **-SchedulingCX**
 - **-WorkflowCX**
 - **-eConsultCX**

Client will also be given access to Eceptionist’s administrative tools which are relevant to the services described above.

PART 2 – PRIVACY AND SECURITY INFORMATION

Please reference the Company Privacy and Security Information Document which may get updated from time to time. This document highlights Company commitment to privacy and security with the Eceptionist service.

PART 3 – ONBOARDING SERVICES

The following professional services will be provided in conjunction with onboarding CLIENT to the Eceptionist service. The fees defined in Schedule 2 are based upon the assumptions and the scope of services defined in this section. If there are additional services that are required to implement this project that are outside of the scope defined in this section (and other sections in this Agreement) then this work can be defined and implemented under a Change Order as defined in the Agreement.

Environments

CLIENT will get access to at least 2 different EceptionistCX Software as a Service (“SaaS”) environments including Production and Test.

Schedule 1 – Service Specifications

Timeline

Company has assumed an onboarding timeline from project kickoff to “go live” of approximately 1 to 2 months. Note, this can be expanded or compressed but this assumption is based upon a typical deployment of the solution based upon the scope of work defined in this Agreement. If the timeline were to go over this period, the amount of effort could potentially increase.

General Implementation Services

As part of onboarding CLIENT onto the EceptionistCX services, there are some general services that Eceptionist will provide as part of the onboarding. These services are included below:

Notification Review, Confirmation & Configuration

Within this task, the Company team lead will introduce the concept of system generated notifications and will review the various types of notifications that can be turned on in the system, e.g. user notifications, patient notifications, etc... Notifications may be triggered based on request status or other user actions. EceptionistCX is equipped with numerous default notification mechanisms that can be activated during the configuration process. It is rare that a customer will choose to activate them all. In some cases, a customer may choose to go live with limited notifications and expand their use post user training and onboarding. The final deliverable of this phase is a notifications document that defines which notifications will be activated in the software at go-live, the triggers that initiate a notification, the recipient of a notification and the default text that comprises the notification.

Action Handler Status Review and Configuration

Company will introduce the topic of the Action Handler Matrix (AHM) as part or after the referral/request workflow design but simultaneous to other discussions. The Action Handler Matrix is a functional matrix that defines in detail the life cycle of a referral/request and the different types of referrals/requests that will be managed in the system. There may be one or more AHM's incorporated into any given implementation depending on the level of complexity required to manage referrals/requests in an environment. The configuration of the Action Handler Matrix is critical to building a streamlined, efficient, and intelligent referral/request process for all different types of referrals and requests. In creating the AHM, Company will guide CLIENT to (1) define all the statuses within the lifecycle of a referral/request from open to closed, (2) which user roles will interact with a referral/request at every status (3) which actions a given user role will have access to at each status (4) at which statuses a referral/requests will be viewable on the queue of a user role. The final deliverable of this phase will be the default Action Handler template that will be used for the CLIENT group organization within Eceptionist. A completed AHM is a multi-layered pathway that demonstrates the lifecycle of a referral/request. Over time, a client will be able to modify an existing AHM as well as add new AHM's.

Work Queue (Work List & Status List) Review and Configuration

Service requests in EceptionistCX can be managed from a variety of screens, of which each serves a different purpose and may therefore function in a slightly different manner. By default, the request management screens include:

- Drafts Queue
- Incoming Queue
- Status Queue
- My Requests Queue

Within this task, the Company team leads will introduce the default request management screens and work with the Client to determine if alterations to these views are required. Client specific changes to these screens may include the addition/removal of columns and addition/removal of filters. Within the scope of this project, Company has included time to customize one “draft” queue, one “status” queue and one “my requests” queue as well as time to customize one “incoming” queue. In some implementations, this process may identify the need for the configuration of additional screens beyond what is included by default. For example, it may be determined that the viewing needs of the incoming request queue for a requesting provider are quite different from the viewing needs of the incoming request queue for a service coordinator or specialist. In such cases, two separate incoming queues would be configured in the system and then made available to the correct user role via the users' permissions management functions. The final deliverable of this phase is a specification document that defines the list of request management screens that will be made available in the software, the columns that will be visible on each request queue, the filters and filter rules that will be available for sorting requests on each screen, and the rules that define which requests will be viewable on each screen and to whom.

White Label Configuration

Company will provide Client with an organizational landing page that can be white labeled for Client. Company will provide Client with a landing page for each organization (i.e., Client customer) that is added into the EceptionistCX service. Note, white labeling includes incorporating Company's logo and a label but does not include changing the layout of the EceptionistCX platform or service.

Schedule 1 – Service Specifications

Company Project Management

Company will have a team lead assigned to the project over the duration of the implementation. This person will lead the project from a project manager perspective and will coordinate all Company resources that are required to support the project.

Reference Tables

Company will load minimal reference table data for Client into the Exceptionist database. Specifically, Company will provide Client with data templates that it can use to gather the data as it relates to the relevant reference table data that will be loaded into the Exceptionist database by Company.

Existing Event Data Migration

Company has assumed no data migration of existing events for this project.

Integration

Company has assumed there will be no integration required during the implementation. Company is happy to provide integration services during the Term and will provide a separate quote if this is required once Company receives more information around the third party systems that Client wants Company to do the integration with.

Reports

Company has assumed no custom reports. CLIENT will get access to all of the canned reports related to the functions in ExceptionistCX that Client is using. Please note that Client will not get access to Power BI reports within ExceptionistCX. Note, this is something that is possible but there would be additional fees to support this.

Training

Company has assumed a “train the trainer” approach for this project. Company has assumed 3 days of training effort for this project of which 2 days are allocated to web training with the remaining days allocated to training preparation, web-based, training video and implementation related training. Please note that we have assumed that we will create a self-learning video that walks through the core use cases defined for the implementation.

PART 4 – CHANGE ORDERS

SECTION A – ADDING INTERFACES

If at any time during the Term of the Agreement, CLIENT wants to add interfaces, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of system that CLIENT wants the Service to interface with
- b) Description of the interface requirements
- c) Nature of the interface (e.g., patient information, scheduling, LDAP, etc.)
- d) Operating System platforms of the systems that CLIENT wants the Service to interface with and a description of the physical separation and firewalls between the two systems
- e) Direction of the interface (bi-directional vs. unilateral)
- f) Definition of the data that will move between the Service and the interfaced systems
- g) Preferred method for accomplishing the interface
- h) Name and contact information for Change Notice contact
- i) Date the interface is needed

Schedule 1 – Service Specifications

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add interfaces that are not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

SECTION B – ADDING FUNCTIONALITY

If at any time during the Term of the Agreement, CLIENT wants to add additional functionality or additional Service modules, CLIENT can do so but must notify Company by faxing or sending a Change Notice to Company. The Change Notice shall contain the following information:

- a) Name of the functionality or module to be added
- b) The date the functionality is needed
- c) A detailed description of the desired functionality

Company shall reply to the Change Notice as set forth in the Agreement. In the event that CLIENT desires to add additional functionality or additional Service modules that is not part of the scope of this Agreement, Company and CLIENT shall agree to the cost of such additional scope and the Change Order encompassing the additional scope shall set forth the new scope of Work and cost thereof.

Schedule 1 – Service Specifications

SUPPORT AND MAINTENANCE SERVICE AND SERVICE LEVEL AGREEMENT FOR EXCEPTIONIST

The following provides a description of the maintenance and support services provided by Exceptionist, Inc. to CLIENT, Inc. (“CUSTOMER”) for all the Exceptionist Products and Service.

1. Definitions

The definition of terms set forth in this Section 1 shall apply in this Agreement (in addition to terms expressly defined elsewhere herein) including any and all exhibits, addendum’s, and amendments made to or incorporated herein now or in the future.

Defect

A Defect is a failure of the Exceptionist Product and Service to conform in a material respect to the Specifications provided.

Documentation

Documentation is the standard documentation as provided by Exceptionist with the Exceptionist Products and Service, which tells CUSTOMER how to install and use any of the available features of the Exceptionist Products and Service.

End-Use Customer

End-Use Customer is defined in the Agreement.

Enhancement

Enhancement is all changes and additions to the Exceptionist Products and Service or Documentation made by Exceptionist at its sole discretion, which renders it capable of performing additional basic functions that were not provided by the Exceptionist Product originally supplied under the Agreement.

Products

Products is defined in the Agreement.

Release

Release is a new issuance of the Exceptionist Products, Service and Documentation available, which may include Defect Corrections and Enhancements.

Resolution

Resolution is either a modification or an addition that, when made or added to the Exceptionist Products and Service, establishes a material conformity of the Exceptionist Product to the Specification, or a reasonable procedure or routine that, when observed in the regular operation of the Exceptionist Product, eliminates the practical adverse effect to CUSTOMER of a Defect or nonconformity.

Specifications

For the purpose of this Exhibit, Specifications is the combination of information that makes up the functionality of the Products and Service. This can include but is not limited to Documentation (e.g., architecture diagrams/topology), user help, installation manuals, user manuals, product manuals and the Product Service Description.

Support Desk

The Support Desk is the contact point at Exceptionist.

Support Desk Engineer

A Support Desk Engineer is the employee within Exceptionist that is the first point of contact at Exceptionist.

Workaround

A Workaround is an interim or temporary solution to an issue that will be mutually acceptable for CUSTOMER and for Exceptionist.

2. Support Services

Exceptionist Support Desk will take support requests from CUSTOMER Service Desk relating to the following issues: Exceptionist Product Defects; Exceptionist Component Defects; and database management issues.

2.1. Availability of Support

Exceptionist normal business hours are 8AM to 5PM Central Time Monday through Friday excluding U.S. public holidays. Exceptionist support is available 24 hours a day 7 days per week. All Defects and issues shall be reported by the Customer using Exceptionist’s issue tracking software. In addition, all severity 1 Defects (categorized below) should also be reported directly through Exceptionist’s main support phone number (800-684-1632). Where Defects (categorized below) occur, Exceptionist will use reasonable efforts to meet the Response time, update and Resolution time targets specified in section 2.5

Schedule 1 – Service Specifications

2.2. Exceptionist Defects & Notification

Exceptionist will notify CUSTOMER as soon as is reasonably practical of any material Defect detected by Exceptionist or its service providers. Notification will be by email to CUSTOMER's Primary Contact in section 3.

2.3. CUSTOMER Defects & Notification

CUSTOMER will notify Exceptionist as soon as reasonably practical of any Defects that it detects by logging the Defect with Exceptionist's Support Desk. When notifying Exceptionist of a Defect, CUSTOMER shall provide the following:

- the name of CUSTOMER personnel notifying Exceptionist of the Defect;
- a full description of the Defect, including its classification;
- contact details of CUSTOMER personnel that Exceptionist is to notify of progress / resolution; and
- other information reasonably required by Exceptionist as outlined in section 4.4.

Notification of a Defect shall be deemed to have been received by Exceptionist once Exceptionist has issued a reference number or provided actual confirmation to CUSTOMER in writing in respect of that Defect. Immediately upon notification of a Defect, Exceptionist agrees to act in accordance with the procedures set out in section 2.4.

2.4. Defect Management

Exceptionist's Support Desk will investigate and manage the Defects notified to it by CUSTOMER through to resolution or appropriate hand off; and provide CUSTOMER with updates on the progress of each reported and/or outstanding Defect and its target Response time, Updates and Resolution time as outlined in section 2.5.

On detection, all Defects shall be classified and assigned priority by CUSTOMER in accordance with the criteria below. This classification shall remain in force until the Defect has been cleared to the satisfaction of CUSTOMER. Exceptionist will review any classification where a party advises the other that it believes the classification is inappropriate.

Exceptionist shall use reasonable efforts to ensure all Defects are diagnosed and remedied in the shortest possible time frames having regard to all relevant circumstances.

Exceptionist will provide emergency Defect Correction for Defects as application patches or a Workaround.

Defects that do not recur and cannot be reproduced or isolated by Exceptionist may be placed in the "Low Impact/Monitor" category. After a further reasonable period, and if there has been no recurrence of the Defect, Exceptionist may close the Defect following approval in writing from CUSTOMER.

If, during testing of a Resolution, a different Defect to that originally reported is detected then CUSTOMER may raise a new Defect. If a temporary Work around for a Defect is provided which later requires a permanent Resolution to finally remedy the Defect, the Defect classification shall remain unchanged. However, a revised Resolution time may be established with the mutual agreement of both parties.

2.5. Defect Categories

The parties agree to use the following Defect categories and minimum response/resolution targets:

Schedule 1 – Service Specifications

Defect Severity	Definition	Notification	Action	Response & Resolution Targets
1 Critical	Unable to perform a mission-critical business function and where there is no Workaround or an underperforming Workaround. (failure or disruption in service with a critical business impact on the CUSTOMER; problem has disrupted Service to the CUSTOMER; major degradation in Service resulting in a significant impact on CUSTOMER business operation; business risk is high with major impact on the CUSTOMER)	Defect is logged with Exceptionist's Support Desk by phone and logged within Exceptionist's issue reporting tool and an email is sent and the Defect is escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved	Response: 60 minutes within business hours; 90 minutes outside of business hours Resolution: Exceptionist will work to resolve Defect as soon as possible. Exceptionist will work to try and resolve issue within 24 hours from initial response by Exceptionist.
2 Medium	Unable to perform a non-critical business function or a mission-critical business function can only be performed with an adequately performing Workaround. (Service disruption resulting in moderate impact on the customer's business operations)	Defect is logged in Exceptionist's issue reporting tool and escalated immediately	Continuous work by Exceptionist's team until the Defect is resolved, or as agreed with CUSTOMER	Response: 4 hours within business hours; 1 business day outside of business hour Resolution: 3 days or as agreed with CUSTOMER
3 Low Impact	Problem is small or cosmetic in nature, and is easily circumvented (non-critical disruption in the Application; minimal impact)	Issue logged within Exceptionist's issue reporting tool and escalated by the next business day	Review and agree action plan with CUSTOMER within 1 business day	Response: 1 business day Resolution: 10 business days or as agreed with CUSTOMER
4 Changes	Changes to the Services (Unsupported or Chargeable issue)	Request for work logged with Exceptionist's designated contact point	Exceptionist analyzes and a statement of work produced that includes timelines and costs.	Response: As agreed with CUSTOMER Resolution: by agreement

2.6. Fees for support, Defect resolution, enhancements and modifications

All support requests related to Defect Corrections covered in this Service Level Agreement will be provided at no additional charge to CUSTOMER. All Enhancements and modifications requested outside of this base Service Level Agreement by CUSTOMER will be subject to the fees outlined in the Agreement.

2.7. Releases

Exceptionist will notify CUSTOMER a minimum of four weeks in advance of regular Releases. Exceptionist will notify CUSTOMER of emergency Releases as quickly as possible to ensure CUSTOMER can perform the Releases in a timely manner.

2.8. Dispute Resolution

Schedule 1 – Service Specifications

Exceptionist and CUSTOMER will attempt to resolve issues before dispute resolution is required. However, should an issue not be able to be resolved through such discussions, the Dispute Resolution process identified in the Agreement will be invoked.

3. Contact Details

The parties will use the following as contacts:

CUSTOMER Contact Details

Primary Contact: CUSTOMER Service Desk
E-Mail: To Be Determined
Escalation: Help Desk
Phone: 1-800-684-1632

CUSTOMER shall be responsible for ensuring that these contact details are kept up to date and that Exceptionist is notified of any changes.

Exceptionist Contact Details

Primary Contact: Exceptionist Help Desk
E-Mail : To Be Determined
Exceptionist Tracking System: To be provided at a later Date

(Additional email queues may be added as required)

Secondary Contact: Exceptionist main reception
Phone: 713-520-6688

Escalation: To Be Determined
Phone: To Be Determined
E-Mail: To Be Determined

Exceptionist shall be responsible for ensuring that these contact details are kept up to date and that CUSTOMER is notified of any changes.

4. Exceptionist Support Procedures for CUSTOMER

4.1. Business Hours Protocol

All Support Case calls (or requests that are entered directly into Exceptionist's issue tracking software) are answered by Support Desk Engineers subject to the following protocol:

Step 1 Gather preliminary information

The Support Desk Engineers answers the call and gathers the preliminary information about the call (or request via the web), logs it into the tracking system and assigns the ticket number.

Step 2 Prioritize the Support Case

The Support Desk Engineer prioritizes the incident as defined in the section 2.5 The priority level is determined through discussions with CUSTOMER (and based upon information entered in the issue tracking software) about the severity and impact of the problem to the site.

Step 3 Assign the Support Case

The Support Desk Engineer assigns the incident the appropriate Support Desk Engineer or other Exceptionist team member depending on subject matter, expertise, and current workload. In the event that the Support Case is assigned to another team member, the assigning Support Desk Engineer shall maintain oversight responsibility over the incident.

Step 4 Respond to CUSTOMER

The Support Desk Engineer assigned to the incident will respond to CUSTOMER according to the time frames defined in section 2.5.

Step 5 Update Tracking System

Schedule 1 – Service Specifications

The Support Desk Engineer assigned to the incident is responsible for updating the issue tracking system and closing the case.

4.2. Non-Business Hours Protocol

Emergency calls received via the pager after hours, on weekends, and holidays are subject to the following protocol:

Step 1 Place call to Support Phone Number

CUSTOMER places a call to the main support phone number. At this point in time, the CUSTOMER will be required to provide the operator with a description of the problem that includes the following information. Note that only Severity 1 Defects should be reported directly to the main support phone number. All other Defects and Issues should be initially reported through the Exceptionist issue tracking software.

- Customer Name;
- Contact Name and call back number;
- Product Name; and,
- Summary of the problem.

Step 2 Assign to appropriate Support Desk Engineer

The Support Desk Engineer on call will return the call within the timeframes outlined in section 2.5. If necessary, the call will be forwarded to an on-call Support Desk Engineer or other Exceptionist team members with different expertise.

Step 3 Return call to the CUSTOMER

The appropriate Support Desk Engineer returns the call to CUSTOMER and begins working on the case. If the Support Desk Engineer is unable to resolve the problem within the timeframes outlined in section 2.5, the Escalation Procedures goes into effect, and the personnel designated are notified.

Step 4 Update Issue Tracking System and Case Closure

The Support Desk Engineer assigned to the incident is responsible for updating the tracking system journal entries and closing the case.

4.3. Issue Tracking Request Protocol

Only non-emergency support (severity 2, 3 and 4) incidents are to only be reported to Exceptionist through the issue tracking software. The following steps are for support incidents received via the Issue Tracking Software:

Step 1 Monitor Issue Tracking System

The Support Desk Engineers monitor on a daily basis the issues that are reported through the Issue Tracking software. The Support Desk Engineer.

Step 2 Respond to CUSTOMER via email

The Support Desk Engineer responds to the CUSTOMER via email that the message has been received and provides the case number.

Step 3 Handle call as a non-emergency

The case is then handled in the same manner as other non-emergency cases received via a phone call, described above.

4.4. Requested End-Use Customer Information

The following information is requested when reasonably possible for all calls to the Support Desk, either through the 800 number, or after hours, or via email:

- Customer Name;
- Contact Name and call back number;
- Severity of the problem;
- New or previous call;

5. Third Party Responsibilities

The parties acknowledge that:

- connectivity and telecommunications services may be third party obligations depending on the installation;
- hosting services may be third party obligations depending on the installation;

Schedule 2 – Fees Schedule

Annual Service Fee

For each annual period (i.e., 12 month period – “Measurement Period”) during the Term of the Agreement, Company will charge Client an Annual Service Fee of Twenty Five Thousand (\$25,000) US Dollars (the “Annual Service Fee”) for use of the EceptionistCX service to manage vaccines and other health related services provided by Webb County Public Health Services.

Access and Fee Terms

- 3 Year Term
- Eceptionist Software as a Service
- Enterprise license for Client to use the EceptionistCX services to manage vaccines and other health related services across Webb County, Texas.
- The health services eligible to be managed within EceptionistCX include vaccines for children, vaccines for adults, flu vaccines, COVID-19 vaccines and TB testing.
- The Annual Service Fee is due on the Effective Date of the Agreement and due on each anniversary of the subsequent Measurement Periods during the Term (i.e., due at the beginning of each contract year during the Term).
- All Fees are subject to a three percent (3%) increase per year after the Initial Term during the Term.
- The Annual Service Fee covers:
 - Unlimited number of Patients/Citizens
 - Unlimited number of providers
 - Unlimited number of users
 - Unlimited number of WCPHS sites
 - Unlimited number of events (i.e., scheduled appointments)
 - Services are limited to vaccines for children, vaccines for adults, flu vaccines, COVID-19 vaccines and TB testing
- The Fees include tier 2/3 support and maintenance.
- The Annual Service Fee covers sms/text messages to support dual factor authentication during the account creation process (i.e., the first time a given user logs onto the system). Dual factor authentication for subsequent logins by users is by default supported via email messages. If Client wants to use sms/text message for dual factor authentication for subsequent logins (i.e., beyond the first login), Eceptionist can support this with sms/text messages but Client will need to purchase blocks of sms/text segments to support this. Note, this may not be required.
- The default message medium within EceptionistCX for notifications, confirmations, reminders, etc... is email messages. EceptionistCX will be happy to support any type of notification, confirmation, reminder, etc... via sms/text but Client will be required to purchase blocks of sms/text segments to support this.
- SMS/text message segment blocks can be purchased at any point during the Term of the Agreement for the following price:
 - Block of 50,000 message segments (up to 136 characters for each segment) for \$2,250 USD
- The Fees are in US Dollars.
- All Fees payable by Client to Eceptionist under this proposal are exclusive of any and all applicable sales, use, VAT or other taxes. Except for any taxes based on Company’s net income, Client shall pay and be solely responsible for any and all sales, use, VAT or other taxes of any kind assessed or levied in connection with the licenses and services provided to Client by Company under any Schedule. In addition, Client shall be responsible for the operation of any withholding taxes that are placed on any payments that are made pursuant to this Exhibit.
- **This pricing assumes that the EceptionistCX services being provided to Client are provided out of a SaaS instance of EceptionistCX (i.e., a multi-tenant instance) that is hosted in the United States (i.e., in a Microsoft Azure Data Center) and managed by Eceptionist – i.e., hosting costs are embedded within the Annual Service Fee.**
- **The use of software is for the Term and not a license in perpetuity.**

Onboarding Service Fees

A breakdown of the service efforts required for the implementation services defined in this proposal.

Service Description	Fees
Onboarding Services (General Implementation and Training)	\$15,000
Total Fees	\$15,000

*Note, the rates are in US Dollars

Schedule 2 – Fees Schedule

Payment Terms

Annual Service Fee - Charges for the Annual Service fees are to be paid annually over the Term. **The Annual Service Fee for the first year is due within thirty (30) days after the Effective Date of the Agreement and submission of invoice by Company, which said invoice shall be approved by the Webb County Auditor any payable under the Billing Term set out below.** Going beyond the first year, the Annual Service Fee for each year during the Term of the Agreement will be due on the anniversary of this date (i.e., due on anniversary of the Effective Date each year during the Term of the Agreement).

Onboarding Services (General Implementation and Training) - Company will bill Client for these fees in the following manner. Any other professional service fees that are provided under a Change Order will be billed on a monthly basis unless specified different in a specified Change Order.

Agreement Effective Date: \$5,000

Earlier of Go Live Date or Agreement Effective Date + 30 days: \$5,000

Earlier of Go Live Date or Agreement Effective Date + 60 days: \$5,000

Change Order Fee Schedule

The following rate schedule will be used to calculate the Fees associated with any Change Order that is agreed to over the Term of this Agreement.

Resource Type	Daily Rate*
Project Manager	\$1,350 per Day
Functional Lead	\$1,350 per Day
Solution Architect	\$1,350 per Day
Senior Developer	\$1,350 per Day
Junior Developer	\$1,350 per Day
Quality Analyst	\$1,350 per Day
Trainer	\$1,350 per Day

***Note**, the Daily Rates for each resource type will increase by three (3) percent on each anniversary of the Agreement Effective Date.

Billing

All invoices will be due and payable via electronic payment per net thirty (30) days from receipt of invoice payment terms. Please see the payment instructions located at the end of this schedule. The payment instructions are included below.

E-Ceptionist, Inc.
405 Man Street, Suite 800A
Houston, Texas 77002
Telephone 713.520.6688

Community Bank of Texas
Houston, Texas
ABA number 113111983
Account Number: 002949

Escalation

The Fees are set for the Initial Term as defined in this Agreement but beyond the Initial Term, all of the Fees will subject to an annual increase not to exceed three percent (3%).

Travel Expenses

CLIENT agrees that Company will only be reimbursed for travel and accommodation expenses incurred in connection with this Agreement if they are approved in advance by CLIENT. Company will not be reimbursed for any expenses that are not approved in advance by CLIENT. Company will invoice CLIENT on a monthly basis for any reasonable preapproved travel and accommodation expenses incurred by Company during the term of the Agreement.

TERMS AND CONDITIONS REGARDING USE OF ECEPTIONIST SOFTWARE

This document concerns your use of E-Ceptionist Inc. ("E-Ceptionist") software, which includes computer software provided to you as described below, and may include associated media, printed materials, and "online" or electronic documentation ("ECEPTIONIST SOFTWARE"). Your use of the ECEPTIONIST SOFTWARE is subject to the terms of the E-Ceptionist License and Service Agreement between CLIENT ("Customer") and E-Ceptionist. Your right to use the ECEPTIONIST SOFTWARE is subject to your agreement with E-CEPTIONIST, and to your understanding of, compliance with and consent to the following terms and conditions in this schedule.

1. DEFINITIONS.

- "Eceptionist Client Software" means any part of the ECEPTIONIST SOFTWARE that allows a Hardware Device to access or utilize the services or functionality provided by the Eceptionist Server Software. An example of the Eceptionist Client Software would be the Eceptionist Lite tool.
- "Hardware Device" means each of a computer, workstation, terminal, hardware server, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.
- "Eceptionist Server Software" means software that provides services or functionality on a computer acting as a server. The Eceptionist Server Software provides a service to users by way of the Eceptionist Website.
- "ECEPTIONIST SOFTWARE" means either Eceptionist Client Software or Eceptionist Server Software, or both.
- "Eceptionist Website" means the website where users of Eceptionist go to access the functions and features of the ECEPTIONIST SOFTWARE.

2. OWNERSHIP OF ECEPTIONIST SOFTWARE. All title and intellectual property rights in and to the ECEPTIONIST SOFTWARE are owned by E-Ceptionist or its suppliers. The ECEPTIONIST SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the ECEPTIONIST SOFTWARE does not transfer any ownership of the ECEPTIONIST SOFTWARE or any intellectual property rights to you.

3. USE RESTRICTIONS. In using the ECEPTIONIST SOFTWARE, you acknowledge and agree that the ECEPTIONIST SOFTWARE is licensed to Customer by E-Ceptionist and is subject to your use in accordance with the requirements of the E-Ceptionist License and Service Agreement. This license is a limited, non-exclusive, non-assignable and non-transferable license

4. USE OF ECEPTIONIST CLIENT SOFTWARE. Any Eceptionist Client Software installed on your Hardware Devices may be used only in accordance with the instructions, and only in connection with the services, provided to you for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

5. USE OF ECEPTIONIST SERVER SOFTWARE. Any Eceptionist Server Software installed on your Hardware Devices may be used and accessed only in accordance with the instructions, and only in connection with the services, provided to you and only for the duration of the term of the Agreement between E-Ceptionist and CLIENT.

6. USE OF ECEPTIONIST WEBSITE. Only users who have been issued a user id and password are granted a license by E-Ceptionist to access the Eceptionist Web site. This license is a limited, non-exclusive, non-assignable and non-transferable license to access and use the Eceptionist Web site according to the terms and conditions of this Agreement. Use of the Eceptionist Website is limited to the duration of the term of the Agreement between E-Ceptionist and CLIENT.

7. COPIES. You may not make any copies of the ECEPTIONIST SOFTWARE. You may not copy any printed materials accompanying the ECEPTIONIST SOFTWARE.

8. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the ECEPTIONIST SOFTWARE, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

9. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the ECEPTIONIST SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the ECEPTIONIST SOFTWARE.

10. PRODUCT SUPPORT. All product support for the ECEPTIONIST SOFTWARE is provided to you by E-Ceptionist and/or Company.

11. NO WARRANTIES, LIABILITIES OR REMEDIES BY E-CEPTIONIST. NO WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES ARE PROVIDED TO YOU BY E-CEPTIONIST OR ITS AFFILIATES.

12. NOT FAULT TOLERANT. THE ECEPTIONIST SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE ECEPTIONIST SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE

13. EXPORT RESTRICTIONS. The ECEPTIONIST SOFTWARE is of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the ECEPTIONIST SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments.

14. LIABILITY FOR BREACH. You agree that you will also be legally responsible directly to E-Ceptionist for any breach of these terms and conditions.

15. TERMINATION. Without prejudice to any other rights, E-Ceptionist may terminate your rights to use the ECEPTIONIST SOFTWARE if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the ECEPTIONIST SOFTWARE, and destroy all copies of the ECEPTIONIST SOFTWARE and all of its component parts.

16. BENCHMARKING. You agree that E-Ceptionist may use your aggregated anonymous data for benchmarking publication purposes. This involves the profiling of similar organizations (based on size and market served). To ensure anonymity, benchmarking will only be published where there are more than five organisations that fit the profile for the published data.

17. SUBMISSIONS. If you send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind (collectively, the "Submitted Data"), the Submitted Data shall be deemed, and shall remain, the sole and absolute property of E-Ceptionist. None of the Submitted Data shall be subject to any obligation of confidence on the part of E-Ceptionist, nor shall E-Ceptionist be liable for any use or disclosure of any Submitted Data. E-Ceptionist shall be entitled to unrestricted use of the Submitted Data for any purpose whatsoever, commercial or otherwise, without compensation to you. Unless otherwise provided, you hereby grant to E-Ceptionist and their affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Submitted Data sent by you (in whole or in part) and to incorporate it in other works in any form, media or technology now known or later developed.

SCHEDULE 4 – ONBOARDING SCHEDULE

ONBOARDING

Upon execution of the Agreement, Company and CLIENT will schedule a project kick off meeting or conference call at a date and time that is convenient for both parties. During the kick off meeting, the following items will occur.

1. Company will outline the different activities involved during the onboarding period including the responsibilities of Company and CLIENT during the onboarding.
2. Company and CLIENT will agree to a time frame in which a project schedule and plan will be agreed to by both parties. The result of this will be the project plan that is used for the onboarding.

WORK ORDER #1

This Work Order is issued pursuant to the E-ceptionist Services Agreement dated March 13, 2023, between E-Ceptionist, Inc., a Texas corporation ("Company"), and **Webb County Texas Publick Health Services** ("CLIENT") for itself and on behalf of any Affiliates receiving services, licenses or other benefits from Company pursuant to this Agreement.

SCOPE OF WORK

Providing the onboarding services defined in Schedule 1 so that Client is able to use the EceptionistCX service under the Terms defined in the Eceptionist Services Agreement and accompanying Schedules.

ECEPTIONIST TOOLS

The following EceptionistCX tools are included under this Work Order.


- VaxManagerCX
- ReferralCX
- SchedulingCX
- WorkflowCX
- eConsultCX

FEES

Upon execution of the Work Order, Company will invoice CLIENT for the fees outlined in Schedule 2 ("Fees Schedule").

CLIENT

E-CEPTIONIST, INC.

By: 
Name: Tano E. Tijerina
Title: Webb County Judge
Effective Date: March 13, 2023

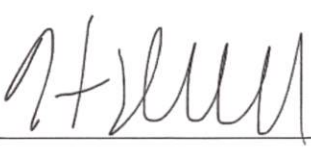
By: 
Name: Dirk Voorhees
Title: Principal
Effective Date: Marh 13, 2023

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by and between **Client** ("Covered Entity" in the Business Associate Agreement) and **E-Ceptionist, Inc.**, a Texas corporation ("Business Associate" in the Business Associate Agreement), dated _____.

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, (the "HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulation;

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

1.0. Definitions

1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of unsecured protected health information not permitted by the Privacy and Security Regulations which compromises the security, privacy, or integrity of protected health information.

1.2. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.

1.3. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.

1.4. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.5. "Secretary" means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.6. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.7. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified in guidance by the Secretary.

1.8. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.

1.9. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

(a) 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates. More specifically, and insofar that Business Associate has access to, has been provided with, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

EXHIBIT A

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI only in the amount minimally necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity.

2.1.1. shall Disclose PHI to Covered Entity upon request;

2.1.2. may as necessary for the proper management and administration of its business or to carry out its legal responsibilities, Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Adequate Safeguards for PHI.

2.2.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.2.2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3. This section is intentionally deleted.

2.4. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity in a timely manner of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.5. Access to PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within a reasonable time frame and in a manner specified by Covered Entity. Business Associate will be able to charge Covered Entity reasonable market based fees for providing such service.

2.6. This section is intentionally deleted.

2.7. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.7.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.7.2. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

2.8. Reporting Breaches of PHI.

2.8.1. Business Associate shall report to Covered Entity:

EXHIBIT A

2.8.1.1. Any security incident of which it becomes aware. A security incident means the successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system; or

2.8.1.2. A Breach of Unsecured PHI.

2.8.2. Business Associate's Notice to Covered Entity

2.8.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call within 48 hours of when the Business Associate knows of such Breach.

2.8.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within ten (10) days of verbal notice. Business Associate shall include the following in the written report:

2.8.2.2.1. detailed information about the Breach, and immediate remedial action to stop the Breach; and

2.8.2.2.2. names and contact information of individuals whose PHI has been, or is reasonably believed to have been subject to the Breach.

3.0. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to Client contacts defined in the Eceptionist Services Agreement.

4.0. Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

Address: E-Ceptionist, Inc.
405 Main Street Suite 800A, Houston, Texas 77024

Attention: Trey Havlick

Phone: 713-520-6608

5.0. Mitigation and Cooperation. Business Associate shall conduct, or pay the costs of conducting an investigation of any incident required to be reported under this Section 2.8.1.

Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the HITECH Act.

6.0. Remedies in Event of Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of Unsecured PHI. In the event of a Breach of Unsecured PHI caused by Business Associate, the costs related to notifying the effected individuals shall be borne by Business Associate.

6.2 Indemnification. Subject to the provisions of the Eceptionist Eceptionist Services Agreement, Business Associate shall indemnify, defend and hold harmless Covered Entity, its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, judgments, losses, costs, fees and expenses, including, without limitation, reasonable attorney's fees (collectively, the "Losses") to the extent such Losses are incurred in the defense or settlement of a third party lawsuit or other third party action (or in satisfaction of a judgment or order arising therefrom), which lawsuit or other action seeks damages that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0. Breach Pattern or Practice by Covered Entity. If Business Associate knows of a pattern or practice of Covered Entity that constitutes a material breach or violation of this Exhibit then Business Associate must provide written notice of the breach or violation to Covered Entity and Covered Entity must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Covered Entity fails to cure the breach or end the violation within the specified timeframe, Business Associate may terminate this Exhibit and the Agreement.

8.0. Breach Pattern or Practice by Business Associate. If Covered Entity knows of a pattern or practice of Business Associate that constitutes a material breach or violation of this Exhibit then Covered Entity must provide written notice of the breach or violation to Business Associate and Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. If Business Associate fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Exhibit and the Agreement.

EXHIBIT A

9.0. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

10.0. Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

11.0. Conflict. In the event there is a conflict between the language of this Agreement and the Exceptionist Exceptionist Services Agreement, the terms and conditions of this Agreement shall control.

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

13.0. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

14.0. Term and Termination. This Agreement shall become effective on the date of execution of the Exceptionist Exceptionist Services Agreement, and shall terminate upon the later of the termination or expiration of the Exceptionist Service Agreement(s) or when all PHI has been destroyed or returned to Covered Entity. Notwithstanding the foregoing, obligations imposed on either party pursuant to the Regulations must be complied with only when the particular provisions referenced become effective or compliance becomes required, whichever is later.

Webb County – American Rescue Plan Act (ARPA) Contract Addendum Exceptionist Services Agreement

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to Webb County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of Webb County; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by Webb County. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to Webb County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide Webb County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction

work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Webb County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not

limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

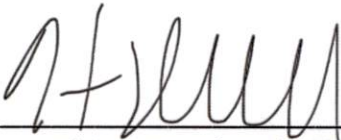
and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: March 13, 2023

Dirk Voorhees

(Print name of person signing above)

Principal

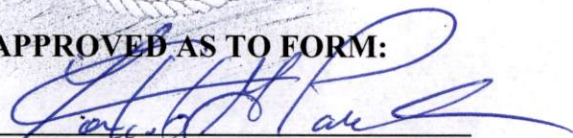
(Print title of person signing above)

ATTESTED:



Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato Paredes
Chief Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On March 13, 2023.