

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIRD ADDENDUM TO DATA PROCESSING SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND INDIGENT HEALTH CARE SOLUTIONS, LTD.

THIS THIRD ADDENDUM is entered into by and between **Fort Bend County**, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **Indigent Health Care Solutions, Ltd.** (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the Parties have previously executed and accepted that certain Data Processing Services Agreement effective on or around October 1, 2012, as renewed and amended by the First Addendum effective October 1, 2014, and the Second Addendum effective October 1, 2014 (hereinafter collectively referred to as the "Agreement"), and incorporated by reference; and

WHEREAS, County wishes to renew the Agreement for an additional two years and to amend the agreement to include statutory provisions as required by the Texas Government Code Section 2270 and Section 2251.152.

WHEREAS, the Parties do mutually agree to the following changes which are incorporated as if a part of the Agreement:

1. **Renewal Term.** This Agreement is renewed for an additional two (2) years, beginning on October 1, 2018 and will terminate on September 30, 2020, unless either party notifies the other in writing no later than ninety (90) days before the end of the current renewal term. This Agreement shall not automatically renew.
2. **Renewal Amount.** Effective October 1, 2018, County shall pay to Contractor a monthly fee of eight thousand, one hundred and seventy-three dollars and 29/100 (\$8,173.29). The total annual dollar amount shall not exceed ninety-eight thousand, seventy-nine dollars and 48/100 (\$98,079.48).
3. **Maximum Compensation.** The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is One Hundred Ninety-six thousand, One Hundred Fifty-eight dollars and 96/100 (\$196,158.96). No additional funding shall be available for services provided under the Agreement without prior written consent of the County. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
4. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make

any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
10. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
11. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070.
12. **Limitations.** County does not agree to limit the time in which to bring suit with regard to any aspect of the Agreement.
13. **Modification.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
14. **Conflict.** All terms and conditions of the Agreement not modified herein shall remain in full force and effect and for the term of this agreement. If there is a conflict between this Addendum and any prior executed document, the provisions of this Addendum shall prevail to the extent of the conflict.
15. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
16. **Texas Government Code Section 2251.152 Acknowledgement.** By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

INDIGENT HEALTH CARE SOLUTIONS, LTD.



Authorized Agent- Signature

Robert Baird

Authorized Agent- Printed Name

President

Title

9-25-18

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A: Memorandum of Understanding

I:/2019 agreements/purchasing/HIS/Second Addendum (LSL 9.24.18)

EXHIBIT A

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Fort Bend County, Texas, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for equal price considerations. Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning October 1, 2018 until October 1, 2020. Client shall pay to IHS a monthly fee of eight thousand, one hundred seventy-three dollars and 29/100 (\$8,173.29). The following documents which are effective until October 1, 2018:

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement
- Amendment To Data Processing Services Agreement – Medicaid Power Search
- Amendment To Data Processing Services Agreement – Photo / ID Card Software
- Amendment To Data Processing Services Agreement – Additional Photo License

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

Hon. Robert Hebert
County Judge

_____, 2018

IHS


Robert Baird
President

9-14, 2018