

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIFTH ADDENDUM ("Fifth 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, the Second Addendum effective October 1, 2014, the Third Addendum effective October 1, 2018, and Fourth Addendum effective October 1, 2021 (hereinafter collectively referred to as the "Agreement"), and incorporated fully by reference; and

WHEREAS, County wishes to renew the Agreement for an additional year; and

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

1. **Renewal Term.** Subject to this Fifth Addendum, this Agreement is renewed for one (1) additional year, beginning on October 1, 2023 and will terminate on September 30, 2024. This Agreement shall not automatically renew, but may be renewed upon execution of the parties. Subject to this Fifth Addendum, the parties agree to comply with the terms of the Memorandum of Understanding, attached as Exhibit "A" and incorporated fully by reference.
2. **Renewal Amount.** Effective October 1, 2023, County shall pay to Contractor a monthly fee of eight thousand, one hundred seventy-three dollars and 29/100 (\$8,173.29). The total annual dollar amount for Services under this Fifth Addendum 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 for the term of this Fifth Addendum is ninety-eight thousand, seventy-nine dollars and 48/100 (\$98,079.48). No additional funding shall be available for services provided under the Agreement and this Fifth Addendum without prior written consent of the County. In no case shall the amount paid by County under this Fifth Addendum exceed this 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. **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 Fifth Addendum and any prior executed document, the provisions of this Fifth Addendum shall prevail to the extent of the conflict.
8. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Fifth Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Fifth Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

INDIGENT HEALTH CARE SOLUTIONS, LTD.

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Authorized Agent- Signature

Robert Baird
Authorized Agent- Printed Name

President
Title

12/11/23
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

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, 2023 until September 30, 2025. 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 September 30, 2025:

- 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

IHS

Hon. KP George
County Judge



Robert Baird
President

_____, 2023

_____, 2023