

STATE OF TEXAS

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COUNTY OF FORT BEND

AGREEMENT FOR COLLECTION SERVICES
DELINQUENT EMERGENCY MEDICAL SERVICES ACCOUNTS, DELINQUENT
FEES AND FINES FOR THE JUSTICE OF THE PEACE COURTS, COUNTY COURTS,
DISTRICT COURTS AND FALSE ALARM PENALTIES OR FEES.

THIS AGREEMENT is entered into by and between FORT BEND COUNTY, (hereinafter referred to as "County"), and LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, (hereinafter referred to as "Contractor"), a company authorized to conduct business in the State of Texas. This Agreement supersedes all prior agreements for collection services of delinquent emergency medical services accounts, delinquent fees and fines for the Justice of the Peace Courts, County Courts, District Courts and False Alarm Penalties all hereinafter referred to collectively as "delinquent accounts").

WITNESSETH:

WHEREAS, this Agreement for Collection Services of Delinquent Emergency Medical Services Accounts, Fees and Fines for the Justice(s) of the Peace Courts, County Courts (as referred by the County Clerk), District Courts (as referred by the District Clerk) and False Alarm penalties (referred by the Sherriff) are entered into by and between the parties and the parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

WHEREAS, The COUNTY hereby employs the CONTRACTOR to provide the services hereinafter described for compensation hereinafter provided and

WHEREAS, Texas Code of Criminal Procedure Art 103.0031 and Texas Local Government Code section 140.009 provide statutory authority for the delinquent collection services as requested by the County; and

WHEREAS, Fort Bend County Emergency Medical Services (FBEMS) is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Electronic Transaction, Security and Privacy Standards (the "Standards") promulgated by the Department of Health and Human Services ("HHS") thereunder, which Standards are set forth in 45 C.F.R. Parts 142, 160, 162 and 164; and

WHEREAS, FBEMS' direct and indirect use and disclosure of individually identifiable health information is subject to HIPAA and the Standards; and

WHEREAS, County is desirous of obtaining services from Contractor to assist in the collection Services of Delinquent Emergency Medical Services Accounts, Fees and Fines for the Justice(s) of the Peace Courts, County Courts (as referred by the County Clerk), District Courts (as referred by the District Clerk) and False Alarm penalties (referred by the Sherriff); and

WHEREAS, Contractor is, for purposes of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the Standard published thereunder, a "Business Associate;" and

WHEREAS, the Fort Bend County Attorney has reviewed this agreement in accordance with Texas Government Code Sections 41.007 and 45.179 and authorizes use of outside counsel to perform the Legal Services under this agreement; and

WHEREAS, Contractor wishes to provide third party accounts receivable collection services upon the terms and conditions herein stated.

NOW THEREFORE, in consideration of the foregoing covenants and promises, the adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions

SECTION I
SERVICES PROVIDED BY CONTRACTOR

- 1.01 Contractor shall enforce the collection of delinquent Emergency Medical Services accounts and delinquent court fees and fines for the Justice of the Peace Courts (hereinafter “delinquent accounts”), County Courts (as referred by the County Clerk), District Courts (as referred by the District Clerk) and False Alarm penalties (referred by the Sherriff),
- 1.02 Contractor shall perform third party collection services on delinquent fees and fines and for referred patient accounts receivable within the limits of the Health Insurance Portability and Accountability Act, the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164, the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et.seq., applicable Medicare and Medicaid rules and regulations, The Texas Code of Criminal Procedure Art 103.0031 and Texas Local Government Code 140.009 and other state, federal and local laws.
- 1.03 Contractor shall have the authority to negotiate installment payment plans within the recommended framework as described below on all FBEMS delinquent accounts of less than one (1) year old as follows:

Account Balance	
Months to Pay	
\$300 - \$600	3 months
\$600 - \$900	6 months
\$ 900 +	9 months
- 1.04 Contractor shall have no authority and is prohibited from negotiating account settlement for amounts less than the full amount of the delinquent account.
- 1.05 Contractor shall be responsible for monitoring all FBEMS accounts in their possession for compliancy to negotiated agreements. Contractor shall refer all payments directly to the County’s destination of choice. Additionally, Contractor shall send any associated account information to Fort Bend County Emergency Medical Service Billing Department and/or to the specific justice courts, County Courts, District Courts and Sheriff’s Office that have assessed or levied the fees and fines being collected pursuant to this Agreement. Contractor reserves the right to return all accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy.

- 1.06 Upon written notification to Contractor, County shall be permitted to withdraw any delinquent account(s) referred to Contractor. Contractor agrees to return all data and information relating to such delinquent accounts to County within thirty (30) days of its receipt of the notice of withdrawal.
- 1.07 Contractor reserves the right to return all delinquent accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement regarding said returned delinquent accounts.

SECTION II REFERRALS

- 2.01 COUNTY agrees to employ and does hereby employ CONTRACTOR to provide specific legal services provided herein and enforce the collection of delinquent accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to COUNTY to take legal enforcement action; representing COUNTY in any dispute or legal challenge over authority to collect such unpaid fine, fee, or court cost; defending COUNTY in litigation or challenges of its collection authority; and representing COUNTY in collection interests in bankruptcy matters as determined by FIRM and CLIENT. CLIENT agrees to employ the CONTRACTOR to represent the COUNTY by providing collection services that are reasonable, necessary, and appropriate to the collection of all debts and accounts receivable amounts in cases as authorized by Chapter 103 of the Texas Code of Criminal Procedure and Section 140.009 of the Texas Local Government Code as set forth in Section 1.03 above. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.
- 2.02 The COUNTY may from time-to-time specify in writing additional actions that should be taken by the CONTRACTOR in connection with the collection of the fines and fees that are subject to this AGREEMENT. COUNTY further constitutes and appoints the CONTRACTOR as COUNTY'S attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the COUNTY'S claims.
- 2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has a meaning that is assigned by Local Government Code Chapter 140 and Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

- 2.04 The COUNTY wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said COUNTY and a collection firm as authorized under the provisions of Article 140.009, of the Texas Local Government Code and Article 103.0031 of the Texas Code of Criminal Procedure.
- 2.05 The COUNTY agrees to provide to the CONTRACTOR data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The COUNTY and the CONTRACTOR may from time-to-time agree in writing to modify this format. The COUNTY shall provide the data to the CONTRACTOR not less frequently than weekly.
- 2.06 The CONTRACTOR, in all communications seeking the delinquent Emergency Medical Services accounts and delinquent court fees and fines for the Justice of the Peace Courts (hereinafter "delinquent accounts"), County Courts (as referred by the County Clerk), District Courts (as referred by the District Clerk) and False Alarm penalties (referred by the Sherriff), shall direct all payments directly to the COUNTY at an address designated by the COUNTY. If any fines, fees, or court cost are paid to the CONTRACTOR, said payments shall be expeditiously turned over to the COUNTY.
- 2.07 County shall refer all delinquent accounts by electronic or magnetic medium, in a mutually agreed upon format, to Contractor for collection, on or about the first (1st) and fifteenth (15th) day of each month. An account is considered delinquent when not paid within ninety (90) days of the due date posted on the bill or when not paid within ninety (90) days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date. However, County may refer accounts in default to Contractor prior to becoming delinquent, at County's option. County will provide Contractor with copies of, or access to, the information and documentation reasonably necessary to collect the fees and fines that are subject to this Agreement. Any computer hardware, software, programming services and/or in-house personnel services required of Contractor to perform the duties of this Agreement is included in this Agreement.

SECTION III NECESSARY INFORMATION TO EFFECTUATE SERVICES

- 3.01 County authorizes Contractor to commence customary and standard third-party collection procedures to effectuate payment of a referred account when County provides Contractor with the patient/responsible party information and which pertains to a patient's account receivable and/or when County provides Contractor with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this Agreement.
- 3.02 Contractor has determined that, in order to perform these services for the County specified herein, the following information regarding the patient to whom healthcare services were rendered and the responsible party for payment of such services (if not the patient) constitutes information regarding the patient and the responsible party that

may be needed by Contractor.

- 3.03 Contractor understands that the County is relying on Contractor's determination of the minimum information it requires in connection with Contractor services under this Agreement. If, in connection with performing its services hereunder, Contractor determines that it needs or requires additional information from the County regarding the patient or responsible party, as the case may be, Contractor's request for such information will be considered a representation by Contractor that the requested information is reasonable and necessary for the performance of its services under this Agreement.
- 3.04 The parties agree that the following information may be necessary for Contractor to reasonably effectuate services under this Agreement for delinquent Emergency Medical Services accounts:
- (A) Name and address of responsible party;
 - (B) Name and address of patient;
 - (C) Date of birth of responsible party;
 - (D) Date of birth of patient;
 - (E) Social security number of responsible party;
 - (F) Social security number of patient;
 - (G) Payment history pertaining to the account;
 - (H) Name and address of any healthcare provider and/or health plan pertaining to the account;
 - (I) Driver's license number of responsible party if available;
 - (J) Driver's license number of patient, if available;
 - (K) Upon Contractor's receipt of a written request from patient requesting verification of the account information, County shall provide Contractor with an itemization of the services and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to Contractor pursuant to this Agreement; and
 - (L) Insurance information.
- 3.05 The parties agree that each of the above listed items is reasonably necessary for Contractor to perform services under this Agreement and to comply with applicable law.

SECTION IV TERM AND TERMINATION

- 4.01 This Agreement shall commence effective October 1, 2026 and shall continue until September 30, 2027. Thereafter, this Agreement shall automatically renew each October 1 for two (2) years, unless a party to the agreement notifies the other in writing thirty (30) days prior to the renewal date that the agreement will not renew.
- 4.02 If, at any time during the initial term of this AGREEMENT or any extension hereof, the COUNTY determines that the CONTRACTORS performance under this AGREEMENT is unsatisfactory, the COUNTY shall notify the FIRM in writing of the CONTRACTOR'S determination. The notice from the COUNTY shall specify the particular deficiencies that the COUNTY has observed in the CONTRACTOR'S performance. The CONTRACTOR'S shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the

conclusion of that sixty (60) day remedial period, the COUNTY remains unsatisfied with the CONTRACTOR'S performance, the COUNTY may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the CONTRACTOR'S of such termination ("Termination Date").

- 4.03 Whether this AGREEMENT expires or is terminated, the CONTRACTOR'S shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the CONTRACTOR'S by the COUNTY prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The COUNTY agrees that the FIRM shall be compensated as provided by Section 5 for any such item or pending matters during the ninety (90) day period.
- 4.04 The COUNTY agrees that the CONTRACTOR shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Section 5 when such costs are recovered by or on behalf of the COUNTY, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the CONTRACTOR'S of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the CONTRACTOR.
- 4.05 The effective date of any termination by County shall be thirty (30) days from the date the notice of termination is received in writing by Contractor; said thirty (30) day period being deemed adequate for the purpose of Contractor in winding down its affairs with regards to work in progress. In the case of termination by Contractor, the effective date of termination shall be thirty (30) days from the date notice of termination is received.
- 4.06 County is entitled, but is not required, to refer additional accounts to Contractor after notice of termination has been received by Contractor. In any event, Contractor shall be entitled to payment of its fee, pursuant to the terms of this Agreement, for all amounts collected on referred accounts during the thirty (30) day "winding down" period. At the end of that period, all accounts shall be returned to County by Contractor.
- 4.07 To the extent feasible and regardless of the reason for termination of this Agreement, Contractor shall return or destroy all protected health information [as defined by the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164], received from, or created or received by Contractor on behalf of the County that Contractor still maintains in any form. Contractor shall retain no copies of such information or, if such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

SECTION V
COMPENSATION OF CONTRACTOR AND COSTS

- 5.01 To the extent allowed by the law, County authorizes the addition of a Collection Fee in the amount of 30% of the amount referred (hereinafter "Collection Fee"). The Collection Fee shall only be calculated or paid on amounts for which a Collection Fee is authorized by statute; namely Texas Code of Criminal Procedure Art. 103.0031 and Texas Local Government Code Section 140.009. All Collection Fees shall be remitted to County.
- 5.02 County agrees to pay to Contractor a thirty-percent (30%) contingent fee of the total amounts actually, collected on those delinquent Emergency Medical Services accounts that are referred to Contractor by the County for collection, as compensation for legal and collection services provided pursuant to this contract. This contingent fee will not be calculated upon any legislative reimbursement fee that the County may authorize and submit for collections. County shall pay said funds on a monthly basis by check or wire transfer. County agrees to pay the fee payable under this Agreement no later than the 30th day following the end of the calendar month within which the fee is paid to County.
- 5.03 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.
- 5.04 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.
- 5.05 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third-party agency or vendor owed for performing such services.

SECTION VI
USE OF DATA AND INFORMATION

- 6.01 Limitations on Use and Disclosure of Minimum Necessary Information: The parties agree that Contractor may use and disclose the above listed information for the proper management and administration of Contractor and to carry out the legal responsibilities of Contractor, including but not limited to its duties under the Fair Debt Collection Practices Act and as otherwise provided in this Agreement.
- 6.02 Role Based Controls: Contractor agrees to use reasonable efforts and implement reasonable controls to limit access, use and further disclosure, in whole or in part, of the [Information] to those employees, officers, directors, authorized agents, vendors and subcontractors whose ability to perform their job functions or render services to Contractor may require such access, use or disclosure of Information. Authorized agents,

vendors and subcontractors of Contractor include, but may not be limited to, its attorneys, accountants and accounting service providers, providers of hardware, software and middleware used by us in connection with services to the County, technical support service providers, letter services, location information services, and phone information services.

- 6.03 County shall have the right to audit Contractor's methods, practices, procedures and/or records as they pertain to this Agreement.
- 6.04 Electronic Data Exchange: County and Contractor shall adhere to the electronic data exchange protocols as provided in Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142. The following encryption and sender/receiver protocols shall be adhered to by the parties throughout the term of this Agreement: 128bit encryption on Point-to- Point Tunneling Protocol.
- 6.05 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.
- 6.06 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

SECTION VII RECORDS & COMMUNICATIONS COMPLIANCE PROVISIONS

- 7.01 Healthcare Provider Assurances: In addition to all other representations, terms and conditions provided in this Agreement, County represents and agrees that:
- (A) Accounts referred to Contractor pursuant to this Agreement are in default;
 - (B) County has and shall obtain throughout the term of this Agreement, all necessary consents under 45 C.F.R. § 164.506(c), sufficient to permit the disclosure of protected health information to Contractor and to permit Contractor to perform services incidental to this Agreement;
 - (C) The uses and disclosures of protected health information under this Agreement are consistent and in accordance with County's privacy policies and procedures adopted

pursuant to the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164;

(D) County shall immediately notify Contractor of any restrictions placed on the use of protected health information pertaining to a referred account with sufficient detail so as to allow Contractor to honor such restrictions;

(E) If County knows or has reason to know that the consumer for whom it has or does provide service disputes the account, is represented by an attorney or has filed bankruptcy, County shall notify Contractor of this knowledge upon receipt thereof;

7.02 Business Associate Assurances: In addition to all other representations, terms and conditions provided in this Agreement, Contractor represents and agrees that with respect only to the information provided by the County or "health information" obtained by Contractor in connection with services rendered for the County under the Agreement that:

(A) Contractor shall not use or further disclose Information pertaining to the recipient of County's services or any responsible party on a referred account other than as permitted or required by this Agreement or as required by law;

(B) Contractor shall use appropriate safeguards to prevent the use or disclosure of the Information pertaining to the recipient of County's services or any responsible party on a referred account other than as provided for in this Agreement;

(C) Contractor shall notify County of any use or disclosure of the information not provided for by this Agreement of which it becomes aware;

(D) Contractor shall make available protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.524;

(E) Contractor shall make available for amendment and incorporate any amendments to protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.526;

(F) County has determined that the uses and disclosures of the Information specified in this Agreement, whether by County, Contractor or their authorized agents and subcontractors are made and authorized as part of treatment, payment and healthcare operations relating to the County. Contractor will use its reasonable best efforts to maintain records of any use or disclosure of Information not provided for in this Agreement by Contractor, its officers, directors, employees, agents and subcontractors and, to the extent known by Contractor, report to the County any use or disclosure by such persons not authorized by this Agreement and provide such information to the County upon written request of the County, which request shall be made only in connection with an accounting request made to the County under the then applicable HIPAA Standards. Information regarding any unauthorized use or disclosure of Information shall be maintained by Contractor for a period of not less than six (6) years from the date of such unauthorized use or disclosure.

(G) Contractor shall make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Contractor on behalf of the County, available to the Health and Human Services Secretary for the purposes of determining the County's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.

(H) Contractor shall train appropriate staff so as to assure compliance with this Agreement and the Health and Human Services Department Standards for

Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.

- (I) Contractor's obligation to provide Information, to make corrections or amendments to Information, to respond to the written instruction/request of the County; or to deliver Information and documentation to the County shall only be as directed, in writing, by the County.
- 7.03 Document Retention and Availability: In addition to the provisions detailed in Section 7.02 of this Agreement, Contractor shall maintain all books, documents, papers, and other evidence pertaining to costs incurred, labor expended, and work and services performed in connection with this Agreement and shall make such materials available at this office at reasonable times during the Agreement period, and copies thereof shall be furnished upon request to authorized representatives of County.
- 7.04 Document Retention Necessary to Verify Costs: Pursuant to 42 U.S.C. 1395X (v)(1)(I) and 42 C.F.R. 402.300 - 402.304, the parties agree that Contractor shall, until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, retain and make available, upon written request by the Secretary of the US. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the contact and books, documents and records of Contractor that are necessary to verify the nature and extent of the costs of the services under this Agreement.
- 7.05 Limitations on Interaction with Recipients of County's Services: Contractor's communications with any recipient of County's services shall be limited to communications incidental to its performance of accounts receivable collection services to effectuate payment. Unless otherwise agreed by the parties in writing, Contractor shall not be permitted to provide recipients of County's services with any information pertaining to services rendered on their behalf or account information. Any such requests for information shall be the sole responsibility of County.
- 7.06 Audit: Contractor shall make the following records available for an audit at its office at reasonable times upon reasonable prior written notice to Contractor during the Agreement period, said audit to be performed by County's patient and/or court accounting staff, County's internal auditors or their outside accounting firm selected and compensated by County.
- 7.07 Use of Subcontractors or Agents: To the extent Contractor uses agents or subcontractors to assist it in performance of services under this Agreement and performance by the agents or subcontractors necessitates their access to, use or disclosure of any item of Information, Contractor will not provide its agents or subcontractors any Information unless the agent or subcontractor has agreed, in writing, that the provisions of this Agreement relating to the use, access, disclosure or audit of information are binding upon and applicable to the agent or subcontractor to the same extent such provisions are binding on, and applicable to Contractor.

SECTION VIII
CONFIDENTIALITY

- 8.01 Security: Contractor shall at all times during this Agreement maintain security procedures in accordance with the Health and Human Services Department Standards for Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 & 164.
- 8.02 Maintenance of Confidential Information: Contractor agrees to hold in confidence and safeguard all information that is submitted or provided by County or any data, information, discoveries, materials and compilations developed pursuant to this Agreement (collectively referred to as "Information.").
- 8.03 Contractor agrees not to (A) use such Information for its own benefit or for the benefit of others, (B) to reproduce such Information, (C) to disclose Information to others without the prior written consent of County or (D) to disclose any information received of County pursuant to this Agreement that would violate the requirements of the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 if done by the County.
- 8.04 Contractor further represents that neither Contractor, nor any agents or subcontractors of Contractor, will disclose any Information other than as permitted or required by this Agreement or law.
- 8.05 Contractor will take reasonable precautions to prevent the use or disclosure of Information other than as provided in this Agreement or required by law and will report any use or disclosure of Information not allowed under this Agreement or required by law to County.
- 8.06 Contractor represents and agrees that any agents or subcontractors of Contractor shall be contractually required to agree to the same restrictions and conditions pertaining to the use and disclosure of Information as required by Contractor pursuant to this Agreement.

SECTION IX
NOTICE

- 9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 9.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Linebarger Goggan Blair & Sampson, LLP
4828 Loop Central Dr., Suite 600
Houston, Texas 77081

B. If a County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Brooke Lindemann
301 Jackson St.
Richmond, Texas 77469

Bill Rickert
County Treasurer
301 Jackson
Richmond, Texas 77469

9.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION X
INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ALL LIABILITIES, LOSSES AND/OR COSTS ARISING FROM CLAIMS FOR DAMAGES, OR SUITS FOR LOSSES OR DAMAGES, INCLUDING REASONABLE COSTS AND ATTORNEY'S FEES, WHICH MAY ARISE AS A RESULT OF CONTRACTOR'S PERFORMANCE OF THE SERVICES DESCRIBED IN THIS AGREEMENT. THE INDEMNITY PROVISION OF THIS CONTRACT SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND THAT RESULTS FROM THE SOLE NEGLIGENCE OR FAULT OF COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS. FURTHERMORE, IN THE EVENT OF JOINT AND/OR SHARED NEGLIGENCE OR FAULT OF COUNTY AND CONTRACTOR, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER PARTY. THE PROVISIONS OF THIS PARAGRAPH ARE INTENDED FOR THE SOLE BENEFIT OF

THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHT, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSONS OR ENTITIES.

SECTION X
MISCELLANEOUS

- 10.01 Contractor shall not, without the prior written consent of County, assign, transfer, or otherwise dispose of this Agreement, any claim thereunder, any interest therein, or any moneys due or to become due thereunder.
- 10.02 Contractor shall provide County with copies of any subcontractor or agent contracts upon request throughout the term of this Agreement.
- 10.03 This Agreement is made and is to be interpreted under the laws of the State of Texas. Venue shall be in Fort Bend County.
- 10.04 In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.
- 10.05 Contractor acknowledges and agrees that the provision of any legal services provided pursuant to this Agreement (whether Emergency Medical Services, County Clerk, District

Clerk and or the Sheriff) is subject to control and direction of the Fort Bend County Attorney, at the County Attorney's sole option, in accordance with Texas Government Code Sections 41.007 and 45.179. Contractor shall report significant developments to the County Attorney and otherwise as directed by the County Attorney. Contractor shall also respond to inquiries by the County Attorney without delay.

SECTION X
EXECUTION

In consideration of the terms and compensation herein stated, Contractor hereby accepts said contract for services and undertakes performance of said Agreement as set-forth above. This Agreement is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its official minutes. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto on the dates so indicated.

FORT BEND COUNTY, TEXAS

Daniel Wong, County Judge

Date

Attest:

Laura Richard, County Clerk

CONTRACTOR: LINEBARGER
GOGGAN BLAIR & SAMPSON,
LLP



Richard Hill, Capital Partner



Date