

**STATE OF TEXAS****COUNTY OF FORT BEND****ADDENDUM TO SOFTWARE MAINTENANCE AGREEMENT  
ZOLL DATA SYSTEMS**

**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting by and through its Purchasing Agent, according to LOCAL GOVERNMENT CODE §262.011(d), and **ZOLL DATA SYSTEMS**, authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have entered into a “Software Maintenance Agreement,” with an effective date of March 18, 2011 to provide maintenance services to County for specified software, as attached hereto as Exhibit A and incorporated by reference; and

THAT, WHEREAS, the “Software Maintenance Agreement” with an effective date of March 18, 2011 incorporated prior agreements between the parties as specified and contained in Exhibit A which are hereby incorporated by reference; and

THAT, WHEREAS, County wishes to add additional specified software subject to the “Software Maintenance Agreement,” and

WHEREAS, the following changes are incorporated as if a part of the “Software Maintenance Agreement,” incorporated by reference in the same as if fully set forth verbatim herein:

1. Zoll Data systems shall render services to County as described in, and in accordance with, the attached Exhibit B.
2. The “Software Maintenance Agreement,” which includes this Addendum, terminates on March 12, 2012 and shall not automatically renew.
3. Fort Bend County will pay Zoll Data Systems a total inclusive sum not-to-exceed Seventy-Eight Thousand Eight-Hundred Eighty-Three Dollars (\$78,883.00) as more specifically detailed in the pricing documents that are attached as Exhibit C to this Addendum.
4. Any and all travel related expenses shall be limited to a not-to-exceed amount of \$3,300.00. All travel related expenses shall be reimbursed only in accordance with the Fort Bend County Travel Policy; attached hereto as Exhibit D and incorporated by reference
5. The funding provisions of the Agreement are contained in paragraphs 3 and 4 of this Addendum; therefore, all references in any other Agreement of any kind to any remedial payments or any additional charges, including but not limited to all references wherever found to transportation, cables, site-specific installation materials, installation charges, additional labor and rigging, service charges, and travel charges in excess of \$3,300.00 are hereby deleted.
6. Zoll Data Systems shall invoice County for services performed and County will pay Zoll Data Systems within thirty (30) days of receipt of approved invoices.

7. Zoll Data Systems shall perform no custom work without prior written authorization from Fort Bend County.
8. Fort Bend County, Texas, 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.
9. Pursuant to § 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to § 2251.025, Texas Government Code, an overdue payment bears interest set by that law. Therefore, all provisions to the contrary, particularly as contained in paragraph X of the MLSA, or elsewhere, are hereby deleted.
10. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
11. The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an Agreement whereby Fort Bend County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
12. Zoll Data Systems warrants to Fort Bend County that the equipment installed at the premises will be delivered, installed and in proper working order in accordance with the professional standards and in accordance with industry standards, and (2) following the date of acceptance of this Agreement, the equipment and related services will conform to the specifications in this Agreement. Zoll Data Systems specifically warrants that as to any equipment or related service shall (a) be free from material errors caused by Zoll Data System's failure to fulfill its obligations under this Agreement, and (b) materially conform to all requirements and specifications contained in this Agreement.
13. Zoll Data System's warranties provided in this Addendum are in addition to and not in lieu of any other warranties provided in the Agreement. All warranties provided for in this shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
14. If the County is dissatisfied as to the performance of the services, Zoll Data Systems shall have thirty (30) days from receipt of notice of the County's dissatisfaction to make changes as necessary, to the satisfaction of the County. Otherwise all payment obligations shall be terminated and all monies paid to Zoll Data Systems by the County shall be refunded within 30 days of notice of termination.
15. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code '552.001 et seq., as amended (the "Public Information Act"), that provision is of no force and effect. Furthermore, it is expressly understood and agreed that Fort Bend County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Fort Bend County whether or not the same are available to the public. It is further understood that Fort Bend County, its officers, and employees retains the right to rely on the advice, decisions and opinions of the Attorney General, and that Fort Bend County, its officers and employees has no liability or obligations to Zoll Data Systems for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Fort Bend County by Zoll Data Systems in

reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

- 16. All terms and conditions 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 other previously executed Agreement, the provisions of this Addendum shall prevail.

**FORT BEND COUNTY, TEXAS**

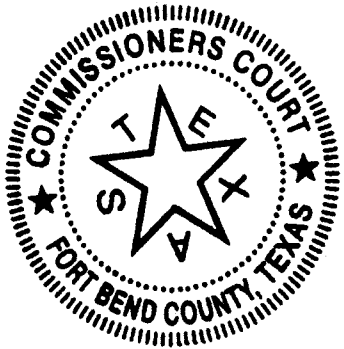
By: *Robert E. Hebert*

Robert E. Hebert, County Judge

Date: July 26, 2011

ATTEST: *Dianne Wilson*

Dianne Wilson, County Clerk



**ZOLL DATA SYSTEMS**

By: *Kevin A. Tappl*  
Authorized Agent - Signature

KEVIN A. TAPPLY  
Authorized Agent - Printed Name

Title: VICE PRESIDENT

Date: 7/18/11

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$78,883.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*  
Robert Ed Sturdivant, County Auditor

Exhibits attached:

**Exhibit A** Previous Agreements:

'Software Maintenance Agreement,' with an effective date on March 18, 2011 & "General Terms and Conditions" from "Software License Agreement" (MLSA) with an order date of October 7, 2002

**Exhibit B** Statement of Work:

"RescueNet Billing June 2011"

**Exhibit C** Pricing Records:

"Order Form Addendum" dated July 7, 2011  
"Breakdown of cost for Fort Bend County EMS billing project" dated July 6, 2011  
Zoll "Quote" dated July 5, 2011

**Exhibit D** Travel:

"Fort Bend County Travel Policy"

# Exhibit A

## Previous Agreements

‘Software Maintenance Agreement,’ with an effective date of March 18, 2011 &  
“General Terms and Conditions” from “Software License Agreement” (MLSA)  
with an order date of October 7, 2002

ZOLL Data Systems, Inc.

### SOFTWARE MAINTENANCE AGREEMENT

This **SOFTWARE MAINTENANCE AGREEMENT** ("Maintenance Agreement") is entered into between ZOLL DATA SYSTEMS, INC. ("ZDS") and the entity listed below ("Customer") as of the Effective Date set forth below. Any capitalized terms in this Maintenance Agreement will have the meanings given to them in this Maintenance Agreement and in the Master Software License Agreement entered into between ZDS and Customer as of October 7, 2002 ("MSLA").

Sales Order #:	N/A
Effective Date:	March 18, 2011
Customer:	Fort Bend County

Customer desires to receive Maintenance Services under this Maintenance Agreement for the following Software licensed by Customer under the MSLA (each, a "Supported Program"):

PRODUCT	QUANTITY	UNIT LIST PRICE AT TIME OF PRODUCT PURCHASE	MAINTENANCE UNIT PRICE	MAINTENANCE EXTENDED PRICE
TabletPCR Network Licenses	6	\$3,000.00	\$600.00	\$3,600.00
TabletPCR Mobile Licenses	20	\$3,000.00	\$600.00	\$12,000.00
Sweetsoft Billing Extract	1	\$6,500.00	\$1,300.00	\$1,300.00
Fax Server	1	\$3,500.00	\$700.00	\$700.00
Medtronic LifeNet SDK	1	\$4,500.00	\$900.00	\$900.00
<b>TOTAL:</b>				<b>\$18,500.00</b>

This Maintenance Agreement consists of, and all references to this "Maintenance Agreement" will include, this page and the attached Terms and Conditions, each of which is incorporated into and made a part of this Maintenance Agreement. This Maintenance Agreement will apply and supersede the terms of the MSLA with respect to all Maintenance Services provided under the MSLA. This Maintenance Agreement and portions of the MSLA referenced herein constitute the entire agreement between the parties regarding the subject hereof and together supersede all prior agreements, understandings, and communication, whether written or oral. This Maintenance Agreement will not be modified except by a subsequently dated written amendment signed by authorized representatives of each party. Under no circumstances will the preprinted terms of any purchase order, confirmation or other document (whether or not signed by the parties) apply to this Maintenance Agreement.

All notices, consents and approvals under this Maintenance Agreement must be delivered in writing by courier, facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on this page, and will be effective upon receipt or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

This Maintenance Agreement may be executed in counterparts (including by facsimile), each of which will be deemed to be an original and such counterparts together will constitute one and the same agreement.

By signing below Customer accepts and agrees to be legally bound by the terms of this Maintenance Agreement as of the Effective Date.

<b>FOR ZDS: ZOLL Data Systems, Inc.</b>
Signature: <u>Sandy King</u>
Name: <u>Sandy King</u>
Title: <u>Accounting Operations Manager</u>
Date: <u>3/23/11</u>

<b>FOR CUSTOMER: Fort Bend County</b>
Signature: <u>[Signature]</u>
Name: <u>Gilbert Jalomo</u>
Title: <u>Purchasing Agent</u>
Date: <u>3/23/2011</u>

## TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms used in this Maintenance Agreement will have the meanings set forth in this Section 1. Capitalized terms not defined in this Section 1 will have the meanings set forth in the MSLA. All other capitalized terms will be as defined in this Maintenance Agreement.

1.1. "Critical Error" means any Error that prevents Customer from accessing and using the Supported Program for a purpose for which the Customer has a then-immediate need and for which there is no reasonable workaround. By way of example, a Critical Error would include a situation in which all users are unable to login to the RescueNet Dispatch system, but not a situation in which only certain users are unable to login to the RescueNet Dispatch system and there is an acceptable workaround available by logging in under an unaffected user account.

1.2. "Designated Interface" means the contact person or group designated by Customer and agreed to by ZDS who will coordinate all Maintenance Services requested by Customer.

1.3. "Error" means a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

1.4. "Major Update" means any Update designated by a change in the numeral in the version number of the Software immediately to the right of the decimal point (e.g., 4.0, 4.1, 4.2) or immediately to the left of the decimal point (e.g., 4.0, 5.0, 6.0).

1.5. "Resolution" means a modification, correction, release or workaround to a Supported Program (or the Documentation for a Supported Program), or other information provided by ZDS to Customer intended to resolve an Error.

1.6. "Emergency Hours" means 24 hours a day, 7 days a week.

1.7. "Business Hours" means 6 am to 6 pm (Mountain Time), Monday through Friday, excluding ZDS holidays.

1.8. "Supported Environment" means a hardware, software and telecommunications operating environment designated by ZDS for use with the Supported Program.

1.9. "Telephone Support" means the following, provided by ZDS via a telephone number designated by ZDS for Maintenance Services: (a) clarification of functions and features of the Supported Program; (b) clarification of the Documentation for the Supported Program; (c) guidance in operation of the Supported Program; (d) assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and (e) advice (if reasonably possible) on bypassing Identified Errors in the Supported Program.

1.10. "Update" means a subsequent release of the Software which ZDS makes generally available at no additional fee to customers that have purchased Maintenance Services for the Software. An Update does not include any release, upgrade, option future, functionality or product which ZDS provides at an additional fee or separately from the Software.

2. **MAINTENANCE SERVICES.** The Maintenance Services provided under this Maintenance Agreement will include the following:

2.1. **Updates.** From time to time, ZDS may make Updates available to Customer for purposes of providing patches, bug fixes, new functionality or addressing other issues regarding the Software. Customer agrees to promptly install all Updates received from ZDS. Unless otherwise agreed by the parties, Customer will be solely responsible for the installation of any Updates in accordance with the Documentation and the installation instructions provided by ZDS. If ZDS agrees to install any Updates on behalf of Customer, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

2.2. **Technical Support.**

(a) **Critical Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Emergency Hours to address all Critical Errors reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such Critical Errors through Telephone Support.

(b) **Other Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Business Hours to address all other Errors relating to the Supported Program reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such other Errors through Telephone Support.

(c) **Tracking.** Customer will use the service request number provided by ZDS in connection with each Error in all correspondence and communications with ZDS relating to that Error.

3. **CUSTOMER RESPONSIBILITIES.**

3.1. **Designated Interface.** Customer will name a Designated Interface for all Maintenance Services. Only customer employees who have been suitably trained with respect to the Supported Programs may serve as the Designated Interface for Maintenance Services. ZDS may, in its sole discretion, require that the Designated Interface be changed if ZDS believes the Designated Interface does not have suitable skill and experience with respect to the Supported Programs. In such event, Company will promptly designate a suitable replacement Designated Interface.

3.2. **Access and Assistance.** Customer will provide ZDS with reasonable assistance in resolving any Error, including providing ZDS with sufficient access to and information regarding Customer's hardware, software or telecommunications environment to enable ZDS to diagnose and duplicate the Error and (as applicable) to provide a Resolution to the Error and verify that the Error has been resolved. Customer will maintain at its own expense all appropriate equipment and software necessary to provide ZDS with remote access to Customer's computer systems allowing ZDS the same level of access to all applicable computer systems as Customer's employees having the highest level of privilege or clearance (and in all cases in accordance with any ZDS remote access specifications).

3.3. **Additional Requests.** Customer will comply with all additional reasonable requests of ZDS in connection with the provision of the Maintenance Services, including taking all steps necessary to implement Resolutions and other procedures provided by ZDS within a reasonable time after receiving such Resolutions and procedures from ZDS.

4. **EXCEPTIONS.** ZDS will have no obligation to provide any Maintenance Services under this Maintenance Agreement if: (a) Customer is in breach of this Maintenance Agreement or the MSLA; (b) the MSLA is terminated or expires; (c) the Software is not installed on or operated in a Supported Environment; (d) the software, hardware or equipment comprising the Supported Environment is not operated in accordance with the applicable manufacturer's documentation or specifications; or (e) the Software is not being operated in accordance with ZDS's applicable Documentation or specifications. In addition, ZDS will have no obligation for any Error that: (i) cannot be reasonably remedied due to the operational characteristics of Customer's hardware, software or telecommunications environment; (ii) is due to any third party products.

hardware equipment, software, or data or the use or combination of the Software with any third party products, hardware, equipment, software, or data (including, as applicable, the Supported Environment); (iii) is due to any Software other than the Supported Programs; (iv) is due to any modifications to the Software not provided by ZDS; (v) is caused by Customer's negligence, accident, abuse, neglect, misapplication or misuse of the Software; or (vi) otherwise results from causes other than ordinary use of the Software. ZDS will have no liability for any changes required by Customer's hardware, software or telecommunications environment which may be necessary to use any Software due to the implementation of a Resolution. ZDS will be required to provide the Maintenance Services only for the most current release and the two immediately preceding Major Updates of a Supported Program. ZDS may modify the Supported Environment at any time upon 8 months notice to Customer. If Customer requests and ZDS agrees to remedy any errors or problems not covered by the terms of this Maintenance Agreement, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

**5. SOFTWARE LICENSE.** All Updates, Resolutions and any other software, data, information or materials provided under this Maintenance Agreement and all worldwide Intellectual Property Rights therein and related thereto: (1) are and will remain the exclusive property of ZDS and its suppliers; and (2) are licensed to Customer by ZDS for use as "Software" in accordance with the MSLA. All rights in and to such Updates, Resolutions and other software, data, information or materials not expressly granted to Customer in this Maintenance Agreement are reserved by ZDS and its suppliers.

#### **6. TERM AND TERMINATION.**

**6.1. Term.** The term of this Maintenance Agreement will begin on the Effective Date and will automatically renew annually, unless earlier terminated in accordance with Section 6.2.

**6.2. Termination.** Either party may terminate this Maintenance Agreement if the other party materially breaches any provision of this Maintenance Agreement and does not cure such breach within 30 days after receiving notice thereof. In addition, (a) Customer may terminate this Maintenance Agreement by providing notice to ZDS at least 30 days prior notice; (b) ZDS may terminate this Maintenance Agreement effective upon notice to Customer if ZDS ceases to make any of the Maintenance Services offered under this Maintenance Agreement generally available to its other customers; or (c) ZDS may terminate this Maintenance Agreement for convenience at any time upon 30 days notice to Customer.

**6.3. Reinstatement.** If this Maintenance Agreement is terminated for any reason and Customer later elects reinstate Maintenance Services for the Supported Programs, provided that ZDS still makes such Maintenance Services generally available to its other customers at the time of such election and upon agreement by ZDS, ZDS will reinstate Maintenance Services for the Supported Programs under this Maintenance Agreement upon payment by Customer of the applicable Maintenance Fees which would have accrued during all such periods in which Maintenance Services for the Supported Programs were not maintained by Customer.

**6.4. Effect of Termination.** Upon any termination of this Maintenance Agreement: (a) ZDS may immediately cease performing all Maintenance Services provided under this Maintenance Agreement; (b) Customer will pay to ZDS any Maintenance Fees or other Fees owed to ZDS under this Maintenance Agreement; (c) Customer will promptly return to ZDS, or at the request of ZDS destroy, all property and equipment of ZDS (including any Confidential Information) in its possession or control, including all copies thereof; and (d) upon the request of ZDS, Customer will certify in writing to its compliance with this Section 6.4. Following completion of the foregoing obligations of Customer, ZDS will refund to Customer any Maintenance Fees prepaid by Customer but unused as of the effective date of such termination. Sections 1 (Definitions), 6.4 (Effect of Termination) 8.2 (Disclaimer), 9 (Limitation of Liability) and 10 (Additional Terms) will survive any termination of this Maintenance Agreement for any reason.

#### **7. FEES AND EXPENSES; PAYMENT.**

**7.1. Fees.** As of the Effective Date, the Annual Maintenance Fees due under this Maintenance Agreement are as set forth on the initial page of this Maintenance Agreement. During the term of this Annual Maintenance Agreement, the Maintenance Fees will be equal to 20% of ZDS's then-current list price (excluding any discounts) for all Software included in the Covered Programs and the total combined Services Fees due under the MSLA for any customization of the Software included in the Covered Programs performed by ZDS.

**7.2. Expenses.** Maintenance Services may be provided on-site at Customer's location, as determined in ZDS's sole discretion. If ZDS is required to perform any Maintenance Services on-site at a location of Customer, Customer will reimburse ZDS for any reasonable out-of-pocket costs and expenses incurred by ZDS relating to supplies, travel, meals and lodging, as well as and any other costs and expenses incurred by ZDS in performing such Maintenance Services which are not of the sort normally provided or covered by ZDS.

**7.3. Payment.** On or before the Effective Date, Customer will pay ZDS the Maintenance Fee for the Initial Maintenance Period indicated on the initial page of this Maintenance Agreement. Thereafter, ZDS will invoice all Maintenance Fees on a quarterly basis at the Quarterly Fee indicated on the initial page of this Maintenance Agreement (as adjusted per Section 7.1). Customer will pay ZDS all amounts shown on such invoices within 30 days after the date of the applicable invoice. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. ZDS will be under no obligation to provide any Maintenance Services until all Maintenance Fees for the Initial Maintenance Period have been paid by Customer and ZDS may thereafter suspend Maintenance Services to Customer if any invoice is past due. In addition, any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid, together with collection costs, including attorneys' fees, incurred by ZDS in enforcing this Maintenance Agreement. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date. Except as may be provided in this Maintenance Agreement, all Maintenance Fees are non-refundable once paid to ZDS.

**7.4. Taxes.** Maintenance Fees exclude, and Customer is responsible for the payment of, any applicable sales, use, value added and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on ZDS's net income) due with respect to the Maintenance Fees or the Maintenance Services. When applicable, ZDS may include any such taxes that it is required to collect as a separate line item on invoices to Customers. Customer will be responsible for, and will indemnify and hold harmless ZDS from, payment of all such taxes and any other fees, duties and charges, and any related penalties and interest, arising from the payment of the Maintenance Fees or from the Maintenance Services.

#### **8. LIMITED WARRANTY AND DISCLAIMER.**

**8.1. Limited Warranty.** ZDS warrants that any Maintenance Services provided to Customer under this Maintenance Agreement will be performed with due care in a professional and workmanlike manner. ZDS shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 8, use commercially reasonable efforts to re-perform the Maintenance Services which gave rise to the breach or, at ZDS's option, refund the Maintenance Fees paid by Customer for the Maintenance Services which gave rise to the

breach; provided that Customer notifies ZDS of the breach in reasonable detail within 30 days following performance of the defective Maintenance Services, specifying the breach in reasonable detail. The Updates, Resolutions and other software, data, information or materials provided under this Maintenance Agreement will in no way extend or alter the scope or duration of any warranty for the Software provided under the MSLA.

**8.2. Disclaimer.** THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIS MAINTENANCE AGREEMENT AND THE MAINTENANCE SERVICES AND SOFTWARE PROVIDED HEREUNDER, AND ZDS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 8 AND THAT NO WARRANTIES ARE MADE BY ZDS OR ZDS'S SUPPLIERS.

**9. Limitation of Liability.** The total liability of ZDS for all claims of any kind, whether in contract, tort (including negligence), strict liability or otherwise, arising out of, connected with, or resulting from the performance or breach of this Maintenance Agreement or the Maintenance Services provided hereunder during any 3 month period will in no event exceed the total Maintenance Fees paid by Customer under this Maintenance Agreement during such period. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL ZDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, EVEN IF ZDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, CLAIMS OF CUSTOMER, LOSS OF USE OF ANY EQUIPMENT OR SOFTWARE, SYSTEMS, FACILITIES, LOSS OF DATA OR INFORMATION, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SOFTWARE, SYSTEMS OR SERVICES, COST OF PURCHASED OR DOWNTIME COSTS.

#### **10. ADDITIONAL TERMS.**

**10.1. No Assignment.** Customer may not assign, delegate or transfer, by operation of law or otherwise, this Maintenance Agreement or any of its rights or obligations under this Maintenance Agreement to any third party without ZDS's prior written consent. Any attempted assignment, delegation or transfer in violation of the foregoing will be null and void. ZDS shall have the right to assign or transfer this Maintenance Agreement, provided that ZDS's successor agrees to assume all of ZDS's obligations and responsibilities under this Maintenance Agreement.

**10.2. Independent Contractors.** The relationship of the parties under this Maintenance Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

**10.3. Governing Law and Venue.** This Maintenance Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Maintenance Agreement shall be brought in a federal or state court in Denver, Colorado (or otherwise having jurisdiction of matters occurring in Denver, Colorado), and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The United Nations Convention on the Sale of Goods shall not be applicable to this Maintenance Agreement.

**10.4. Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

**10.5. U.S. Government End Users.** The Covered Programs and all software provided under this Maintenance Agreement is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth in this Maintenance Agreement, and do not acquire any other right, title or interest, express, implied or otherwise, in or to the Software.

**10.6. Waiver.** Any waiver of the provisions of this Maintenance Agreement or of a party's rights or remedies under this Maintenance Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Maintenance Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Maintenance Agreement and will not in any way affect the validity of the whole or any part of this Maintenance Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Maintenance Agreement, no exercise or enforcement by either party of any right or remedy under this Maintenance Agreement will preclude the enforcement by such party of any other right or remedy under this Maintenance Agreement or that such party is entitled by law to enforce.

**10.7. Severability.** If any term, condition, or provision in this Maintenance Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Maintenance Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.



# **Exhibit B**

## **Statement of Work**

“RescueNet Billing June 2011”

**ZOLL**

**Statement of Work – RescueNet Billing**  
**Fort Bend County EMS**  
**Fort Bend County, TX**

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**Sam Delp – Director, Implementation Services**

**June 2011**

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# ZOLL

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## Introduction

This Statement of Work (SOW) is presented as clarification for work requested as part of the proposed RescueNet Billing implementation and training plan. ZOLL and Fort Bend County EMS have discussed the items below and have agreed that they are representative of the training Fort Bend County has requested. The specific number of days will be determined in an executed contract.

## Exclusions and Assumptions

### Exclusions

Any work items not discussed in this Statement of Work or the executed contract.

### Assumptions

- Fort Bend County personnel involved in the project are trained in the operation of their computer hardware, including but not limited to the necessary Microsoft operating systems, any third party application not used by RescueNet applications and the maintenance, backup processes and use of SQL.
- Fort Bend County has configured an environment that meets the minimum hardware and software specifications for the ZOLL products they are utilizing.
- Application administrators and end users of RescueNet Billing are experienced medical billing personnel familiar with EMS billing and have established policies and procedures for their current operation.

## Project Items

### Task List

Fort Bend County has provided a suggested task list with an assignment responsibility to be included in this Statement of Work. ZOLL may not be aware of the entire list of items the staff at Fort Bend County will need to perform to prepare their IT environment for the addition of RescueNet Billing. The list provided seems logical and are items that we agree need to be performed.

Responsibility	Task
Fort Bend	Setup hardware and operating system on Zoll EPCR (zeper) application server at IT
ZOLL	Install zeper on new server at IT
ZOLL	Setup zeper data on SQL-Server server

# ZOLL

Responsibility	Task
ZOLL & Fort Bend	Train Fort Bend personnel to setup and test zepcr client on desktop(s) and/or laptop(s). ZOLL will directly participate in as many installations on these machines as time allows.
Fort Bend	Setup hardware and operating system on Zoll web EPCR (zwepcr) application server at IT
ZOLL	Install zwepcr on new server at IT
ZOLL	Setup zwepcr data on SQL-Server server
ZOLL & Fort Bend	Train Fort Bend County personnel to setup and test zwepcr on desktop(s) and/or laptop(s). ZOLL will directly participate in as many installations on these machines as time allows.
Fort Bend	Setup hardware and operating system on Zoll billing (zbill) application server at IT
ZOLL	Install zbill on new server at IT
ZOLL	Setup zbill data on SQL-Server server
ZOLL & Fort Bend	Train Fort Bend County personnel to setup and test zbill client on desktop(s) and/or laptop(s) at all billing sites. ZOLL will participate in as many installations on these machines as time allows.
Fort Bend	Test zbill on citrix.
Fort Bend	Setup citrix accounts for billers.
Fort Bend	Setup and test citrix zbill on desktop(s) and/or laptop(s) at all billing sites.

All tasks related to the migration of ZOLL products from servers at the EMS Department to the new servers at the IT Department will take place prior to the start of the RescueNet Billing implementation. We will re-execute the installation test plan once the migration is complete.

## Training Items

### First Onsite Visit

#### Day One: RescueNet Installation and Administrative Set up

The mornings session will include both the server installation and the workstation install for the stations that will be used during training. You will need to have the SQL login ID and Password. Successful implementation begins when all administrators have a clear idea of what the software looks like, what fields are available, and can collectively determine the organizations reporting and tracking needs. A comprehensive demonstration will be completed. Administrators from all aspects of the organization are invited to attend. During the afternoon session we will cover common administrative topics. These topics will include:

- Company Configuration
- System Users and Security Profiles
- Natures, Call Types and Priorities



- Crews, Vehicles and Units
- Facilities
- Doctors, Employers
- System Information

**Day Two: Continue Administrative Set up**

This session configures billing specific items. Only billing administrators are required to attend.

Topics include:

- Complaints (ICD-9 codes)
- Charges
- Credits
- Payors
- Schedules and Events

**Day Three: Complete Administrative Set up and Introduction to Data Entry**

The morning will consist of any administrative set up that has not been completed. A list of "homework" items will be assigned by your Implementation Specialist that will need to be completed prior to Go-Live.

- Introduction to data entry for Administrators.
- Assign Homework

**Second Onsite Visit – (One to two weeks after first visit.)**

**Day One: End User Training and Data Entry**

The session will cover the Call Taking Module which consists of basic data entry. This session will be conducted with live data. Ambulance run sheets must be available. It is helpful if you have trips that represent patients with different insurance types. If possible, you should have 20 to 25 run sheets available for each Payor type. It is important for all billing staff members to be present for this training. Topics will include:

- Patient Demographics
- Call Taking
- Charge Entry

**Day Two: Billing Go-Live and Claim Submission**

The morning session will continue with data entry in preparation for claim submission. Training for the rest of the week will consist of a few hours of data entry. Topics will include:

- Form Configuration
- We will create Electronic Claims for submission to your clearing house based on data from the run sheets discussed above.
- Paper Claim Submission

**Day Three: Customer Service Training, Workflow and Payment Posting**

The session will cover customer service, follow-up and payment posting. Your payment poster will need to attend this session. Topics will include:

- Looking up a trip, Trip Inquiry
- Use the Find Command
- Reprocessing an account
- Workflow Module
- Payment Posting



- Batch Credits

**Day Four: RescueNet Reporting and Overview**

This session will cover RescueNet Reporting as well as an overview of RescueNet Billing.

Topics will include:

- Finding Reports
- Using Report Selectors
- Creating Report Scripts
- Complete Security Profiles
- Comprehensive Overview

## **Training Schedule**

Once we have established an agreed upon Statement of Work for the project, we will determine dates for the ZOLL Deployment Specialist to be onsite.

## **Project Closure**

Project Closure will be the delivery of the training as outlined above and the Onsite Verification document the Implementation Specialist will complete while onsite. As part of the Onsite Verification document we may identify issues that would need follow-up. Once the training is complete you will receive a call from our Customer Relations Manager for issues tracking and an introduction to technical support.

## **Conclusion**

Fort Bend County is a very important partner to ZOLL and we consider your success to be our success. It is very important to us that our customers are happy and productive users of our software and see their relationship with ZOLL as an important one for their business. Please continue to let us know how we can assist you as you implement RescueNet Billing.

## **Acceptance**

.....  
**Client Acceptance Signature**

.....  
**Date**

.....  
**ZOLL Acceptance Signature**

.....  
**Date**

# **Exhibit C**

## **Pricing Documents**

“Order Form Addendum” dated July 7, 2011 &  
Zoll “Quote” dated July 5, 2011 &  
“Breakdown of cost for Fort Bend County EMS billing project” dated July 6, 2011”

**ZOLL Data Systems, Inc.**  
**ORDER FORM ADDENDUM**

Sales Order #:

This Order Form is entered into as of 07/12/2011, executed subject to and made a part of that certain Master Software License Agreement between ZOLL DATA SYSTEMS, INC. ("ZOLL") and Fort Bend County EMS ("Customer") (the "MSLA") previously executed. Unless explicitly stated otherwise in this Order Form, any capitalized terms shall have the meaning given to them in the MSLA.

<b>Bill To:</b> Fort Bend County EMS	<b>Ship To:</b> Fort Bend County EMS
<b>Attn. To:</b> Schneider, Gina	<b>Attn. To:</b> Schneider, Gina
<b>Address:</b> 4336 Hwy 36	<b>Address:</b> 4336 Hwy 36
Rosenberg, TX 77471	Rosenberg, TX 77471
<b>Sales Rep:</b> Thor, Brent	<b>Ship Via:</b> FedEx

Item	Description	Qty	List Price	Disc.	Adj. Price	Ext. Price
<b>RescueNet Billing</b>						
SAP	RescueNet Billing Professional User	7	\$7,800.00	15.00%	\$6,630.00	\$46,410.00
<b>RescueNet Modules &amp; Interfaces</b>						
RPP	Professional Reports/Crystal Interface	1	\$6,250.00	15.00%	\$5,312.50	\$5,312.50
SEC	Security Module	1	\$4,500.00	15.00%	\$3,825.00	\$3,825.00
<b>Implementation - Deployment / Project Management / Other Special</b>						
RNB	RescueNet Billing Deployment (Excludes T&E)	1	\$10,500.00		\$10,500.00	\$10,500.00
T&E	Travel Expenses (Not to exceed)	1	\$3,300.00		\$3,300.00	\$3,300.00

Total Software Discount Amount: \$9,802.50

SUBTOTAL SOFTWARE:	\$55,547.50
SUBTOTAL SERVICES / IMPLEMENTATION:	\$13,800.00
<b>TOTAL SOFTWARE &amp; IMPLEMENTATION (EXCL MAINT):</b>	<b>\$69,347.50</b>
<i>Note: Taxes (if applicable) will be added at the appropriate rate upon invoicing</i>	
MAINTENANCE FEES:	\$15,070.00

**Payment Terms:** Customer will pay to ZOLL an amount equal to 50% of the SUBTOTAL SOFTWARE amount indicated above on the Effective Date. A second payment equal to 50% of the SUBTOTAL SOFTWARE amount shall be paid by Customer no later than one week prior to the installation of Software. The remaining balance (100% of SUBTOTAL SERVICES IMPLEMENTATION amount above) will be paid within 30 days of Customer's receipt of ZOLL's invoice for such balance, which invoice shall be issued on the earlier of: (a) the completion of services; or (b) 6 months from the Effective Date (unless the Software has not been deployed due to a delay caused by ZOLL). Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date.

**Maintenance Fees:** Maintenance is without charge for 90 days from the Deployment Date. Thereafter, Maintenance Fees are 20% of the total combined Services Fees for customization of the Software performed by ZOLL pursuant to a Statement of Work (SOW), if any, and the then-current list price for the Software, excluding discounts. Maintenance Fees for third party software are set by the software vendor.

**Service Fees:** Service Fees are specified in each SOW. Customer will also reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

**Scope of License:** Software licensed on a per site or per user basis as indicated above may not be installed or used at greater than the number of sites indicated or used by more than the number of concurrent users indicated, as applicable.

**Tax Exempt Status:** If Customer is tax exempt or pays state taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction.

**Expiration:** Agreement expires if not signed by 8/31/2011.

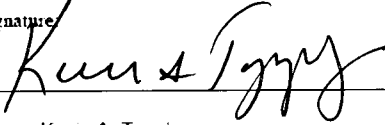
The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this Order Form. By signing below, the parties agree to the terms and conditions of this Order Form. All Software, Services and Maintenance Services ordered and provided under this Order Form are subject to the terms of the MSLA.

ZOLL Data Systems, Inc.  
ORDER FORM ADDENDUM

Sales Order #:

ZOLL Data Systems, Inc.

Signature:



Name: Kevin A. Tapply

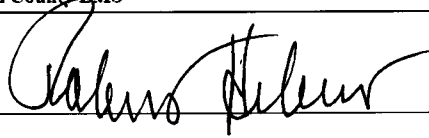
Title: Vice President - Sales

Date:

7/18/11

Fort Bend County EMS

Signature:



Name: Robert Hebert

Title: County Judge

Date: July 26, 2011

# ZOLL

## QUOTE

THIS QUOTE is made as of **07/05/2011** (the "Effective Date") by ZOLL Data Systems, Inc., a Delaware corporation with offices at 11801 Ridge Parkway, Suite 400, Broomfield, CO 80021 ("ZOLL") to the party identified below (the "Customer"). This is a representation of costs for goods and services as of the "Effective Date" and is valid through the expiration date.

Customer: Fort Bend County EMS  
Bill To: Fort Bend County EMS  
Address: 4336 Hwy 36  
Rosenberg, TX 77471

Territory Mgr: Brent Thor  
Inside Sales Mgr: Eric Nydam  
Phone: (303) 225-1424

Email: enydam@zoll.com

EXPIRATION: QUOTE EXPIRES ON 9/30/2011

Item	Description	Qty	List Price	Disc	Adj. Price	Ext. Price
<b>Implementation - Deployment / Project Management / Other Special</b>						
IT/EPCR	IT Services per day - ePCR(Excludes Travel & Expenses)	2	\$1,500.00		\$1,500.00	\$3,000.00

Comments: Deployment for ePCR server swap from server at the Department to Central Server

Subtotal \$3,000.00

ANNUAL MAINTENANCE FEES: \$0.00

Note: Taxes (if applicable) will be added at the appropriate rate upon invoicing.



ZOLL RescueNet  
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July 6, 2011

To: Ed Plant – Fort Bend County IT  
 Michelle Rangel – Fort Bend County Legal

RE: Breakdown of cost for Fort Bend County EMS billing project

- |    |  |                    |
|----|--|--------------------|
| 1. | Billing application including travel and expenses not to exceed: \$69,347.50   | ZOLL RescueNet     |
| 2. | 90 days free maintenance on the Billing Application.   | ZOLL will include  |
| 3. | maintenance will be billed quarterly at a rate of \$3267.50 and this will continue 2 quarters for a total of \$6535.00 and will then renew upon completion of the ZOLL RescueNet Maintenance agreement for 2012.             | ZOLL RescueNet     |
| 4. | \$3000.00 is for IT services to assist in the move of the EMS TabletPCR server from EMS to County IT. Should the county choose to have those services performed onsite then additional travel and expenses will be invoiced. | The amount of      |
| 5. | = \$78,882.50  | Total project cost |

Sincerely,

Brent W. Thor  
 Sales Manager – South Central Region

# **Exhibit D**

## **Travel**

“Fort Bend County Travel Policy”

# Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

## **CONTRACT RATES:**

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

## **OUT OF STATE TRAVEL:**

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.co.fort-bend.tx.us/getSitePage.asp?sitePage=7269>) with the travel reimbursement form.

## **LODGING:**

### **Hotel:**

**Texas:** Hotel reimbursements are limited to contract hotel rates near the event site. Participating contract hotels are listed at [http://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm). When making a reservation the traveler must ask for the State of Texas Contract rate and be prepared to provide the County's agency #: C0790. Contract hotels must be used unless a non-contract hotel provides a lower total cost or no contract hotel is available. If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty. The traveler will be responsible for the excess charge over the contract hotel rates near the event site if they choose not to stay at a contract hotel or a conference

sponsored discounted hotel. The traveler may choose any hotel that is less than the contract hotel rates near the event site to save additional county funds. If no contract hotels are listed for the destination city, the traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**Out-of-State:** The traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees:** Fees for additional services (internet, telephone, valet, parking...) require justification to be allowable.

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** The original itemized hotel statement must be submitted with the travel reimbursement claim showing a zero balance. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

#### **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$18/day for that day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$24/day for that day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

#### **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County

office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**County Vehicle:** Fuel purchases when using a County vehicle must be made with the County fuel card. Original receipts must be provided with reimbursement request.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat. The payment confirmation and itinerary must be presented with the travel reimbursement form. Trip insurance is not an allowable expense.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The instructions for reserving with each agency are explained at the individual web sites above. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler may use a non-contract vendor at a rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. Optional rental car fees are not reimbursable such as GPS, prepaid fuel, premium radio, child safety seats and additional insurance.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Additional fees:** Fees for additional services (tolls, parking...) require justification to be allowable. Optional rental car fees are not reimbursable (GPS, prepaid fuel, premium radio, additional insurance, child safety seats...). Original receipts or documentation are required for allowable fees.

**Gratuities:** Gratuities are not reimbursable for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each

category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**PACKAGE AND GROUP TRAVEL RATES:**

The traveler may obtain a package travel rate for airfare, hotel, and/or rental car services for a combined rate of less than the individual rates pursuant to the category requirements above without penalty. The traveler may also participate in group lodging or rental car services for a combined rate of less than the individual per person rates pursuant to the category requirements without penalty.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form ([http://cww.co.fort-bend.tx.us/departments/auditor/auditor\\_forms.htm](http://cww.co.fort-bend.tx.us/departments/auditor/auditor_forms.htm)) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official.