



#35 I

Empowered Solutions Group, Inc. (Licensor)

LICENSEE NAME:
Fort Bend County

CONTRACT DATE:

CONTRACT NUMBER:
FBC 12312013

RENEWAL DATE:

CONTRACT Execution Process:

Proposed Dates:

Licensee sign contract
Licensor sign contract
Licensee submit initial payment on
creation of data base
Licensor introduce Account Manager
Licensor set up databases
Account Manager & Project Manager
agree on training schedule



APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on February 4, 2014, between Empowered Solutions Groups, Inc. (ESG) ("Licensor"), A Utah "C" Corporation, with its principal place of business located at 740 East 3900 South Suite 301, Salt Lake City, UT 84107 and Fort Bend County ("Licensee"), with its principal place of business located at 4520 Reading Road, Suite 900-A, Rosenberg, TX 77471 and shall be effective as of February 4, 2014 (the "Effective Date"). Licensor shall be deemed to include all parents, subsidiaries, licensees, and affiliates.

RECITALS

WHEREAS, Licensor is engaged in the business of developing, marketing and selling Licensee case management operational collaboration and reporting applications (ECM™) and providing, via license grant, access to the ECM™ application Solution (Application) and Licensor's application servers;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement.

WHEREAS, this Agreement includes the Exhibits A-G attached hereto:

Exhibit A: Service Level Agreement

Exhibit B: ECM Data Security Plan

Exhibit C: Statement of Work (SOW)

Exhibit D: ECM Professional Services

Exhibit E: Fort Bend County Implementation Timeline

Exhibit F: Business Associate Addendum

Exhibit G: Fort Bend County Travel Policy

NOW THEREFORE, this AGREEMENT grants the Licensee software and specific services as outlined below in consideration of payment terms and conditions set forth herein.

1. Grant of License



Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) execute Empowered Case Management™ (ECM™) (the "Software") on Licensor's application server and/or Licensee's server as approved by Licensor.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in Special Terms identified in section (3) Price, Payment, and Special Terms documentation as it relates to the Software provided by Licensor. Such use and access will be continuous on a 24 hour basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control. If service interruptions are scheduled due to maintenance or other purposes, Licensor shall notify Licensee at least 24 hours in advance regarding the planned outage, including the expected duration. All features and functions of ECM™ will be available to Licensee as part of the Annual Maintenance.

B. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

D. Licensor will provide 20 Gigabytes of space on the application server for Licensee to use for storage of data necessary for use of the Application. If Licensee's use exceeds the base storage space allotted, Licensee will pay a rate of \$20 per Gigabyte per month and purchase additional space in blocks of 2 Gigabytes. Such incremental fees will be calculated on the average monthly storage overage and invoiced quarterly.

E. Licensee will be responsible for providing all Licensee equipment to establish a connection to the World Wide Web, and for paying for any fees (including, but not limited to telephone service, or other telecommunications service, computers and modems) associated with such services. Licensor recommends a minimum connection method/speed of a DSL line. Licensor *does not* recommend using a dial-up modem as an Internet connectivity method in the use of ECM™.



3. Price, Payment and Special Terms

Payments are due within 30 days of the delivery schedule identified in the SOW. An invoice will be prepared identifying the payment Phase to assist with accounting records. Payments are tied to the delivery of functionality identified in Exhibit C SOW and may be withheld if said functionality is not delivered at the described Dates. To withhold phase payment Licensee must inform Licensor of said breach in writing within 5 business days of Phase delivery date. Licensor will respond with remedy approach and delivery date within 5 business days of receipt. Upon resolution Licensee will pay Licensor within 5 days.

- A. Up to 13 concurrent users within the Licensee's network.
- B. Continued compliance updates with a current maintenance contract.
- C. Continued application enhancements for the entire ECM™ offering with a current maintenance contract.
- D. Licensee owns their data hosted by Licensor.

Licensor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that Licensee shall have available the total maximum sum of seventy thousand seven hundred and forty-five dollars and no/100 (\$70,745), specifically allocated to fully discharge any and all liabilities Licensee may incur.

Licensor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Licensor may become entitled to and the total maximum sum that Licensee may become liable to pay to Licensor shall not under any conditions, circumstances, or interpretations thereof exceed seventy thousand seven hundred and forty-five dollars and no/100 (\$70,745).

4. Technical Support

Technical support is described in detail on the attached Exhibit A (Service Level Agreement). The cost of Technical Support is included in the Annual Maintenance Fees. Licensee shall have unlimited access to Licensor online technical support including continuous e-mail and World Wide Web services.

5. Software Maintenance

Licensor will maintain the Software during the term of this agreement. In the event the Software has been modified or customized, and Licensor personnel performed those



modifications, Licensor will agree to maintain Software as modified. The cost of Software Maintenance is included in the purchase price.

6. Software Updates/Point Releases

Licensee will be offered, as part of the Annual Maintenance, all Software Upgrades, including point releases. All custom(s) forms, workflows, reports, etc. will require client testing and approval before software updates are applied.

7. Term and Termination

A. The term of this Agreement shall be in effect from the Effective Date stated above and run for 36 months. Thereafter, this Agreement will be automatically renewed for a successive one (1) year period thereafter. Licensee shall have thirty days to notify Licensor of its intent not to renew, unless terminated earlier under the terms contained within this Agreement.

B. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Licensee under this Agreement, Licensee shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Licensee.

C. This agreement shall be subject to termination based on the terms and conditions of section 14 "Resolution of Disputes." In the event of termination of this agreement, a database export of all Licensee's data will be promptly provided to Licensee in an industry standard format.

8. Ownership of Intellectual Property

A. Licensor represents and warrants that it has all right, title and interest in and to the Software to fulfill its obligations under this Agreement and that it has the authority to enter into this Agreement and to grant the rights and license provided herein and that this Agreement violates no previous agreement between Licensor and any third party.

9. Confidentiality

A. Licensee acknowledges that the Software and other data on Licensor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to



access the Software and other software installed on Licensor's application server using the same standard of care that Licensee uses for its own confidential materials.

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the foregoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

C. As part of the registration process for service, each Licensee user will be given a password. Each Licensee user will be responsible for maintaining the confidentiality of any password used to access the service. Licensee users will be fully responsible for any and all activities that occur under Licensee's account and passwords.

10. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

11. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of



such loss or damages. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

12. Insurance

A. Prior to commencement of the Services, Licensor shall furnish Licensee with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Licensee. Licensor shall provide certified copies of insurance endorsements and/or policies if requested by Licensee. Licensor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Licensor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

ii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

iii. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

iv. Professional Liability insurance with limits not less than \$1,000,000.

B. Licensee and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Licensor shall contain a waiver of subrogation in favor of Licensee and members of Commissioners Court.

C. If required coverage is written on a claims-made basis, Licensor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will



be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

13. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

4. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

15. Resolution of Disputes

In any dispute between the parties arising out of the duties and obligations of this agreement, the parties shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, clear notification by one party to the other of any perceived failure to perform under this agreement and a reasonable time period for cure. Upon the occurrence of an Event to Default, a party shall deliver to the defaulting party a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the party may terminate this Agreement and the license granted herein by delivering to the defaulting party a Notice of Termination that identifies the effective date of the termination, which date shall not be less than **thirty (30) days** after the date of delivery of the Notice of Intent to Terminate.

Parties agree the maximum amount of damages will not exceed the smaller of either the original contract amount or monies paid to date.

16. Attorneys' Fees

In the event of dispute proceedings between the parties regarding this agreement each party agrees to bear its own cost.

17. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.



18. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control. Such events or circumstances may include power outages and hardware outages, due to, but not limited to, such acts as storms, riots, failure of the mails and acts of war.

19. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

20. Survivorship

Any provisions of the Agreement that are to take effect or continue in effect, as stated or indicated in such provisions, after the termination of the Agreement including, without limitation, any provisions hereof relating to nondisclosure of information, shall survive the termination hereof.

21. Notices

Any notices required to either of the Parties shall be sent via registered or certified U.S. mail to the other party at the last known address.

22. Entire Agreement

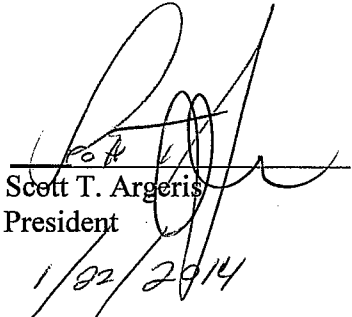
This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensors: Empowered Solutions Group, Inc.

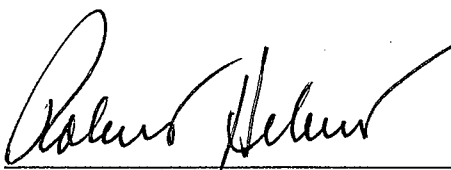
Licensee: Fort Bend County

Signature: 

By: Scott T. Argeris

Title: President

Date: 1/02/2014

Signature: 

By: Robert E. Hebert

Title: Fort Bend County Judge

Date: 2-4-14



EXHIBIT A: SERVICE LEVEL AGREEMENT - Licensor

This Service Level Agreement ("SLA") sets forth the details regarding the levels of service and technical support for ECM™, including related new releases, "Point Releases" (as defined below), updates, bug fixes, and enhancements (the "Application"). Support will be limited to ECM baseline application and Lawson interface. There could be additional charges for support to client developed custom forms, workflows, etc. that require Licensor intervention.

1. Technical Support

- A. A member of our technical support help desk staff will be available to assist you with problems and questions regarding the Application. We will supply telephone and/or email support to you regarding the Application Monday – Friday, between the hours of 7:00am and 6:00pm Mountain Standard Time. All technical issues will be logged in and responded to in a timely manner, but in no case more than twenty-four (24) hours of receipt.
- B. As part of your Annual Maintenance fees you will receive unlimited support for the entire contract period. You may contact our technical support help desk via email at support@myecm.net or by telephone at 877-347-0877. We may, from time to time, develop additional methods for you to contact the help desk, and will make information regarding such methods available at our website.
- C. Licensor also provides an issues tracking system for reporting and recording issues & suggestions in our Application. These issues are responded to within no more than twenty-four (24) hours of receipt.

2. Online Help

Licensee shall have limited (as defined in section 1) access to Licensor online technical support.

3. Application Updates/Point Releases

Licensee will be offered, as part of the annual maintenance, all Major Updates of Application as such releases become available.

All **updates** will be scheduled with the Licensee to minimize downtime in the production environment. Licensor will notify and receive written approval prior to introducing any updates into the live production environment.



Scheduled Maintenance will be handled in a similar manner as updates defined above. In addition to the notification Licensor will attempt to provide these Maintenance items in off peak hours to further reduce the impact on the production environment.

4. Privacy & Security

- A. Licensor will take all action to reasonably safeguard the Application, including, but not limited to, encryption, firewalls, and proprietary security level protection to ensure that Licensee's data and information is secure and only disclosed to those designated by Licensee. Licensor is responsible for adhering to Licensor's Data Security Plan (Exhibit B) throughout the term of this agreement.
- B. Licensee is responsible for implementing and maintaining processes to ensure **Licensee** confidentiality in the use of the Application.
- C. Licensee is responsible for implementing and maintaining processes to ensure **agency** confidentiality in the use of the ECM™ Application.

5. Databases

Licensor will maintain up to two databases for the use of Application for Licensee. The two databases will include production and test / training. This will ensure a level of QA prior to introducing new functionality into the Production environment.

Usage:

1. **Test / Training** – The test / training database is used for training staff as well as new development of features and / or new released enhancements by Licensor. New development may include new features in the form of workflows, forms, business rules and reports that either the Licensor or Licensee has implemented based on changing or new requirements. It is also the environment that is updated with new releases and enhancements so that they can be tested and user trained prior to releasing new and changed functionality into production. Since licensee has a fair number of customized features, these features are re-tested once a new release has been applied. When new enhancements and or releases are approved by licensee, a synchronization process is scheduled to move these enhancements from training to production.
2. **Production** - This is the actual live environment for the day to day case management activities. New development and new releases are only updated into production, once they have been QA'd first in Test/Training.



6. Implementation and ongoing application administration

Licensee agrees to assign a project manager to the ECM™ application project and to have one primary point of contact with Licensors.

7. Professional Services/Fees

Professional services may be purchased based on the original proposal rates for each professional service category. These professional service fees will not be incurred unless agreed to in advance and in writing by Licensee and Licensors.

| Services Description | Rate per hour |
|---------------------------------|---------------|
| Administrative & Tools Training | \$125.00 |
| Project Management | \$125.00 |
| Report Training | \$125.00 |
| Customization – ECM™ | \$125.00 |
| Customization - Reporting | \$125.00 |
| Travel Related Expenses | As incurred |

IN WITNESS WHEREOF, the parties have executed this Agreement on 2/4/2014

Licensors: Empowered Solutions Group, Inc.

Licensee: Fort Bend County

Signature: [Signature]

Name: Scott T. Argeris

Title: President

Date: 1/22/2014

Signature: [Signature]

Name: Robert E. Hebert

Title: Fort Bend county Judge

Date: 2-4-14



EXHIBIT B: ECM Data Security Plan

EMPOWERED SOLUTIONS GROUP



Data Security Plan

Version 5.3

1/1/2013

Empowered Solutions Group
740 East 3900 South, Suite 301
Salt Lake City, Utah 84107
(877) 347-0877

Abstract

Empowered Solutions Group (abbreviated to "ESG" for this document) is dedicated to providing its clients with premium service and maximum data availability. This document outlines the various threats to client data and ESG's plan to prevent disasters and correct errors that cause the loss or corruption of customer data.



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DISASTER RECOVERY

POLICY STATEMENT

It is the Policy of ESG to maintain a comprehensive Business Continuity Plan for all critical organization functions. Each department head is responsible for ensuring compliance with this policy. Empowered Solution Group's disaster recovery efforts exercise reasonable measures to protect employees, safeguard assets, and client accounts.

DEFINED SCENARIO

A disaster is defined as an incident which results in the loss of computer processing at ESG. A disaster impacts ESG's ability to maintain customer commitments and regulatory compliance. A disaster can result from a number of natural or human induced occurrences and can occur at hardware, software, user, and environmental levels.

OBJECTIVES

The principal objective of the disaster recovery program is to develop and document a well-structured and easily understood plan which will help the company recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems and business operations. Additional objectives include the following:

- The need to ensure that all employees fully understand their duties in implementing such a plan
- The need to ensure that operational policies are adhered to within all planned activities
- The need to ensure that proposed contingency arrangements are cost-effective
- The need to consider implications on other company sites
- Disaster recovery capabilities as applicable to key customers



This plan was specifically designed to guide ESG through a recovery effort of specifically identified organization functions. At the onset of an emergency condition, ESG employees and resources will respond quickly to any condition which could impact ESG's ability to perform its critical organization functions. The procedures contained within have been designed to provide clear, concise and essential directions to recover from varying degrees of organization interruptions and disasters and therefore mitigate the impact to ESG's customers through the rapid implementation of effective recovery strategies as defined herein.

Disaster Management Team

The Disaster Management Team is responsible for the following:

- Making decisions about restoring the computer processing environment in order to provide the identified level of operational service to users.
- Managing all the recovery teams and liaising with Client Company's management, headquarters, and users, as appropriate.
- Maintaining audit and security control during the recovery from disaster.
- Controlling and recording emergency costs and expenditure.
- Initiating disaster recovery procedures.
- Evaluating the extent of the problem and potential consequences.
- Notifying senior management of the disaster, recovery progress and problems.
- Coordinating recovery operations
- Monitoring recovery operations and ensuring that the schedule is met.
- Documenting recovery operations.
- Recording emergency extraordinary costs and expenditure
- Making a detailed accounting of the damage to aid in insurance claims.



- Monitoring computer security standards.
- Ensuring that appropriate arrangements are made to restore the site and return to the status quo within the time limits allowed for emergency mode processing.
- Declaring that the Disaster recovery Plan is no longer in effect when computer processing is restored at the primary site

Emergency Alert, Escalation and Disaster Recovery Plan Activation

This policy and procedure has been established to ensure that in the event of a disaster or crisis, personnel will have a clear understanding of who should be contacted. Procedures have been addressed to ensure that communications can be quickly established while activating disaster recovery.

The Disaster Recovery plan will rely principally on key members of management and staff who will provide the technical and management skills necessary to achieve a smooth technology and business recovery. Suppliers of critical goods and services will continue to support recovery of business operations as the company returns to normal operating mode.



Disaster Recovery Event Recording Form

- All key events that occur during the disaster recovery phase must be recorded.
- An event log shall be maintained by the disaster recovery team leader.
- This event log should be started at the commencement of the emergency and a copy of the log passed on to the business recovery team once the initial dangers have been controlled.
- The following event log should be completed by the disaster recovery team leader to record all key events during disaster recovery, until such time as responsibility is handed over to the business recovery team.

| |
|---|
| Description of Disaster: Input Output failure of MPIO driver |
| Commencement Date: Sometime on Sunday, September 25,2099 around 10 pm |
| Date/Time DR Team Mobilized: Sunday, September 25,2099 10:30 PM MST |

| Activities Undertaken by DR Team | Date and Time | Outcome | Follow-On Action Required |
|--|----------------------|---|---|
| Alert Customers | 9/26/2099 6:00 AM | Customers On hold | Customers contacted after their system was brought back online. |
| Move prod activities to alternative server | 9/26/2099 5:30 AM | Successful start of report server and database server | Observe –Contact Dell for replacements |
| Restore all databases | 9/26/2099 6:00 AM | Successful recovery of databases | Observe— document effects of restoration |
| | | | |
| | | | |



DATA RECOVERY

The focus of this section of the document will be dedicated to a description of ESG's plan to protect client data from various sources of threats. The threats are first described, and ESG's strategy for prevention or correction is then outlined.

THREATS

Hardware Failure

ESG has invested in and owns web and database servers in order to maintain optimum control of the services offered to clients. These servers are subject to Hard Drive failures, Input / Output component failures, CPU malfunctions or even total server collapses. To insure against data loss from a potential server failure, ESG employs a data-redundancy strategy by backing up client data to independent and separate storage devices. A more detailed explanation of ESG's back-up policies is described in the Backup Strategy section on page 5.

To reduce the likelihood of a hardware failure, ESG physically stores its servers at ViaWest (<http://www.viawest.com/>), an enterprise class datacenter that is staffed 24x7x365 by experienced engineers who operate the center under top-of-class availability standards for: continuous power delivery, surge protection, cooling and environmental controls, fire and smoke detection systems, redundant networks, cabling, and grounding. The datacenter also guarantees 100% power and network service availability to servers and has maintained 100% infrastructure uptime over many years.

Theft

To eliminate the risk of hardware being stolen, ESG has contracted ViaWest's datacenter security team. In order to obtain physical access to the ESG's servers, an individual must first pass state-of-the-art biometrics and dual-token authentication tests. Then, the servers are under multiple video camera surveillance and further protected by being in individually-locked cages and cabinets.

Security Breach



In the event that Licensor's equipment or devices which contain Licensee's data have been subject to unauthorized (e.g., hacker, malware, etc.) activity, Licensor will immediately notify Licensee of any such unauthorized or unlawful destruction, loss, alteration, disclosure of or access to the Licensee's data files. Licensor will also employ all reasonable efforts to resolve the threat and take action to further secure the computer system and related data storage for collection of evidence.

Human Error

Users and Database Administrators are also sources of potential error. Specifically, incorrect updates, accidental deletions, or accidentally dropped objects can damage the database. The following backup strategies are implemented by ESG to quickly correct accidents.

BACKUP STRATEGIES

The following sections describe the backup strategies assigned to differing database types. All database files are stored on a RAID 10 Storage Area Network (SAN).

Production Databases

For databases that are constantly being updated by the client's transactions, each transaction is important and the cost of losing information is high. In consideration of the value of client information, ESG has scheduled Full and Differential backups to occur on all client databases both during and after business hours using MS SQL 2008 R2 maintenance plans.

In ESG's backup strategy, several backups are made daily. The full backup of the production database is done every night at midnight and stored on the SAN. The full backup file is stored on the SAN for eight days and deleted after the 8 days of storage.

Furthermore, a differential backup (which backs up any changes that have been made to the database since the last full backup) will be made every 2 hours between 04:00 AM MST and 20:00 MST and maintained on the SAN for 8 days.



From backup files, a database restoration can be performed to restore the damage potentially caused by natural or human-induced disasters. Before performing any ECM database restoration, a full backup will be made manually of the database prior to being overwritten in the restore process. The manually generated backup will be named for easy identification and saved for 8 days.

To test ESG's restoration procedure, Productions databases are selected, restored as a training database, and analyzed for accuracy and functionality upon Customer request.

Development, Read Only, Training, Testing, and Stage Databases

For databases that are not being updated with numerous records minute by minute, a less intensive backup strategy is employed called the "Full, Simple" strategy. In this strategy, a full backup of the database is done on Sunday night at midnight. The full backup is saved for 8 days. Monday-Saturday, a differential backup is taken of non-production databases and saved for 8 days. This allows ESG to restore any non-production database to the state it was in as at the start of business that day.

System Databases

A full backup of system databases (eg. ReportServer) is done nightly at 02:30 AM MST.

Data Security Goals and Outcomes

The entire purpose of this document is to provide a simple and effective plan for the Empowered Solutions Group to follow in event of a disaster. By following the plan, ESG aims to maintain the long-term trust and confidence of customers by professionally and efficiently responding to and dealing with calamities.

Furthermore, ESG aims to maintain—in conjunction with ViaWest and other supporting partners—the following service level goals:

- Minimum turnaround time as influenced by individual contingencies,
- Same hour Response Team organization and mobilization,
- Top-of-class data security,
- 24x7 monitoring of servers, and



- Five-Nines (99.999%) network and power uptime for active servers



EXHIBIT C: Statement of Work (SOW)

December 5, 2013

Fort Bend County Department of Social Services
4520 Reading Road, Suite 900-A
Rosenberg, TX 77471

Introduction

Fort Bend County Department of Social Services (Licensee) has requested Empowered Solutions Group (Licensor) to develop and automate their case management needs. The application will automate the Licensee's collection, analysis, and reporting of client information for each of the services provided by the Case Management, Food Assistance, Medication Assistance, Pauper Burial, Rent/Mortgage Assistance, Emergency Shelter, Utility Assistance, Walk with Pride, Benefits Assistance, and Share your Christmas programs. The goal is to automate the desired functionality as articulated by Fort Bend County Department of Social Services in a set of requirements included in a final Statement of Work (to be included as an amendment to this document). Empowered Solutions Group will deliver this functionality utilizing the ECM™ apBuilders framework. The solution will be delivered via a SaaS (ASP) environment on the ECM™ software application for up to 13 staff users and include a SQL database conversion. The Database conversion is anticipated to include Fort Bend County Department of Social Services providing a single data set in the ECM™ expected staging table format. This project will also include a uni-directional interface to Lawson.

The overall purpose of this project is to improve Fort Bend County Department of Social Service's ability to serve its clients. To accomplish this we need to streamline the collection, analysis, and reporting of client information. An important part of this process will be for the system to assist agency personnel with determining all the services from which the client may benefit. The system will also need to provide for logging and reviewing all contacts with the clients and all activities taken with or on behalf of the clients.

The system will also need to provide outcome/results statistics for the various reporting requirements of the agency.

The professional services to be performed by Licensor will include, but not be limited to, the categories listed in Licensor's Professional Services document (Exhibit D).



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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

2.0 Price and Payment

| | |
|--|--------------|
| 1st year Contract amount as stated below | \$ 51,380.00 |
|--|--------------|

Years 2 and beyond will be billed annually (as reflected in the ECM ASP Pricing Model below)

3.0 Invoices

Services will be invoiced according to the following payment schedule:

| | |
|---|--------------|
| 1. Deposit upon contract execution | \$ 25,690.00 |
| 2. Requirements document completed and signed off | \$ 12,845.00 |
| 3. 1 Week after successful Go-Live, upon Licensee acknowledgement | \$ 12,845.00 |

4.0 Payment

Payment is due thirty (30) days after receipt of invoice by Licensee. Licensee may withhold payment in accordance with Section 3 of the Agreement. Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

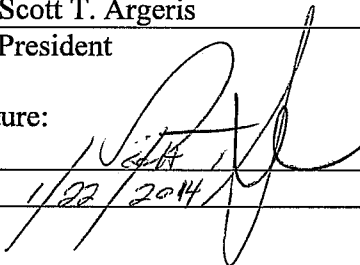
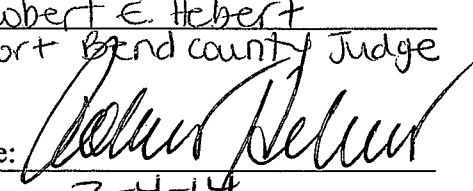
5.0 Expenses and Taxes (if required)

Prices quoted for Services include two licensee visits. Additional onsite meetings will require



reimbursement to Licensor for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Licensee before commencing.

Licensor agrees to adhere to Fort Bend County Travel Policy (Exhibit G) related to all reimbursable expenses.

| | |
|---|--|
| Licensor – Empowered Solutions Group, Inc. | Licensee – Fort Bend County |
| By: Scott T. Argeris | By: Robert E. Hebert |
| Title: President | Title: Fort Bend county Judge |
| Signature:  | Signature:  |
| Date: 1/22/2014 | Date: 2-4-14 |



| Description | | | | Year 1 | Year 2 | Year 3 | Total |
|---------------------------------------|------------|--|-------|---------------|--------------|--------------|---------------|
| Setup Fees | | | | | | | |
| One Time Setup Fee per Server | 1 | | 1,000 | 1,000 | | | 1,000 |
| Total Setup Fees | | | | 1,000 | 0 | 0 | 1,000 |
| Monthly Service Fees | | | | | | | |
| Users Per Month for 12 Months | 13 | | 30 | 1,080 | 4,493 | 4,673 | 10,245 |
| Annual Maintenance Support | 13 | | 200 | 900 | 5,000 | 5,200 | 11,100 |
| Total Monthly Service Fees | | | | 1,980 | 9,493 | 9,873 | 21,345 |
| Services - Implementation | | | | | | | |
| Administration & Tools Training | 16 | | 125 | 2,000 | | | 2,000 |
| Data Conversion* (SQL DB) | 40 | | 125 | 5,000 | | | 5,000 |
| Interface (1-way export to Lawson) | 40 | | 125 | 5,000 | | | 5,000 |
| Needs Analysis / Discovery | 24 | | 125 | 3,000 | | | 3,000 |
| End User / Train-the-Trainer Training | 16 | | 125 | 2,000 | | | 2,000 |
| Project Management | 60 | | 125 | 7,500 | | | 7,500 |
| SSRS MS Report Training | 12 | | 125 | 1,500 | | | 1,500 |
| Streamline ECM Application | 100 | | 125 | 12,500 | | | 12,500 |
| Customization - Reporting | 60 | | 125 | 7,500 | | | 7,500 |
| Travel-Related Expenses | 2 | | 1200 | 2,400 | | | 2,400 |
| Subtotal Services | 368 | | | 48,400 | 0 | 0 | 48,400 |
| Total Investment - SaaS Model | | | | 51,380 | 9,493 | 9,873 | 70,745 |



EXHIBIT D: ECM Professional Services

Once the contract has been executed, Empowered Solutions Group will perform the services identified below. These services have been incorporated into a projected timeline for Fort Bend County (Exhibit E). Given that Fort Bend County provides the appropriate resources to this project Empowered Solutions Group will assure the planned Go-Live on ECM™ will occur no later than 6 months from contract execution.

Professional Services

Project Management

An ECM™ certified professional will be your main point of contact for all things going forward with the implementation. This person will make sure all Empowered Solutions Group team members are on task and adhering to the approved delivery schedule, as well as being heavily involved in every aspect of the documentation, training and post live monitoring. The Project Manager creates and maintains the team's implementation plan, reviews all proposed configuration and custom development, project meetings and status reports.

Needs Analysis

Empowered Solutions Group's Professional Services staff will work with your team to review the specific requirements on a program by program basis. This discovery process will be accomplished onsite and will take a minimum of two days (more depending on the number of programs and complexity).

- The analysis process will include suggested efficiencies in the areas of each program and operational processes.
- The end result of this process will produce a Requirements Document that clearly defines the implementation schedule, program(s) and all the unique deliverables. This document is approved by your staff before any work begins.

Configuration of ECM™ Application

- This refers to the configuration of ECM™ based on the Statement of Work as confirmed and approved through the Requirements Document.



- This process will include tailoring specific roles (Menus, forms, workflows and rules) based on the program and operational needs. This process will provide for all identified deliverables as outlined in the Requirements Document.

Administration & Tools Training

This training will involve your super/technical user(s) and may be conducted onsite, via the web, or both. This foundational training sets the application behavior to match your desired results.

- Create organizations and related data sharing agreements
- Create users and passwords
- Create programs and services
- Create facilities, classrooms, rooms, beds, etc.
- Create providers and provider services

This training will also include the apBuilders™ framework. The apBuilders™ allow you to maintain and develop custom screens, data, and workflows. This training will give your organization autonomy for daily changes that affect your business.

- Create and enhance specific use in the areas of Menus, Roles, Forms, Queries, Rules, Alerts, Workflows and Reports.

Data Conversions

Our systematic approach to database conversions is well defined. We work with your technical team to provide the best possible results.

- Empowered Solutions Group uses defined staging tables to map the existing data structures into the ECM™ solution.
 - Map / Gap Analysis between the existing database and ECM™
 - Develop translation tables
- A first pass data import will give both organizations a true view of the data being migrated. We will identify cleansing techniques that must be included for the final data conversion. This may include duplicated record rules, program mappings, services mappings, etc.
- Empowered Solutions Group will then plan the final data import just before go live to ensure we include the latest data possible.



Interfaces

Interfaces can be accomplished in a variety of ways depending on the end goal. These techniques truly depend on the abilities of both parties and how the data needs to be communicated.

- The first option supports a real-time interface that utilizes Web Services - this will accomplish immediate data syncing between two systems.
- The second option will support a batch interface, meaning end of day/week/ month uploads are required.
- Either option can support one-way or bi-directional interfaces, depending on the overall objective.

Customization – Reporting

- All identified reporting needs over and above the standard reporting and cubes that ship with ECM™.

SSRS MS Report Training

This service is available for technical staff with a working knowledge of SQL Server Reporting Services and at least some past experience in designing Report Definition Language (.rdl) files using either Visual Studio (VS 2008 or later) or Microsoft Report Writer. This training will equip your technical staff with the skills they will need to properly integrate reports that they write with the Parameterized ECM™ Report Automation Application. At the end of the training, your staff will demonstrate familiarity with the following:

- ECM™ Reporting Standards
- ECM™ Data Structures
- ECM™ Parameterized Data Connection Strings
- End-User ECM™ Form Integration Strategies
- Custom Report Maintenance Procedures

The training will empower your team to create custom reports which interact with ECM™ to the same level and with the same functionality that the baseline reports demonstrate.



End user Training and Train the Trainer

Empowered Solutions Group's Professional Services staff will provide a combination of onsite and web training as identified in the Requirements Document. We will customize the best approach that works with your team and the specific topics being trained. Training will include:

- Each configured role and program
- Basic input of client data creation and maintenance
- MyECM™ functionality
- Specialty services implemented within your environment

Travel Related Expenses

Either option below is acceptable.

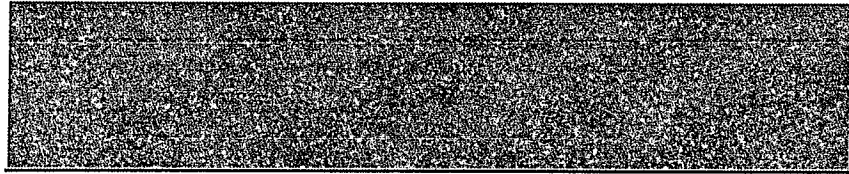
- We find that most of our clients like the fixed trip cost for budgeting. This a fixed cost and not to exceed number
- The other option is travel approval following the IRS guidelines



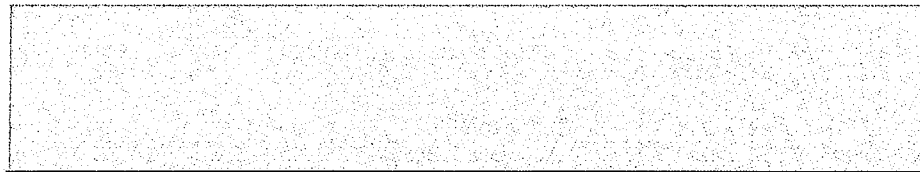
**Exhibit E: Fort Bend County Baseline Implementation
Project Managers - TBD (ESG), TBD (Customer)**



| Phase | Milestone - key activity | Start Date | Finish Date | Resource |
|---|---|------------|-------------|-------------------------|
| Phase 1 - Organize and Manage the Project | Team Assignments | 2/10/2014 | 2/10/2014 | ESG |
| | Assign PM | 2/10/2014 | 2/10/2014 | ESG |
| | Assign Project Team | 2/10/2014 | 2/10/2014 | ESG |
| | Initial Site Contact | 2/10/2014 | 2/10/2014 | PM |
| | Create ECM project and tasks | 2/10/2014 | 2/10/2014 | PM |
| | Internal Call | 2/10/2014 | 2/10/2014 | ESG Sales, PM |
| | Review Order - special considerations | 2/10/2014 | 2/10/2014 | ESG Sales, PM |
| | Discuss Project Scope | 2/10/2014 | 2/10/2014 | ESG Sales, PM |
| | Kick Off Call | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Introductions | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Review Order | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Custom Requirements | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Discuss Resources and Time Constraints | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Schedule Kick Off Visit | 2/18/2014 | 2/18/2014 | PM, Customer PM |
| | Send Pre-Implementation Documents - DropBox invites, onsite discovery agenda(s) | 2/18/2014 | 2/18/2014 | PM |
| | Kick Off Meeting | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| | Discuss Project Scope | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |



| | | | |
|--|-----------|-----------|-------------------------|
| Define Implementation Strategy | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| Discovery | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| Site Walk Through | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| Program Break Out Sessions | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| Collect all forms used by the programs | 3/12/2014 | 3/13/2014 | ESG Team, Customer Team |
| Confirm Requirements Document delivery schedule | 3/12/2014 | 3/13/2014 | PM, Sys Admin Team |
| Confirm Implementation Schedule - training, go live | 3/12/2014 | 3/13/2014 | PM, Sys Admin Team |
| Schedule System Admin training sessions - 3 times/week | 3/12/2014 | 3/13/2014 | PM, Sys Admin Team |
| Requirements Document | 3/24/2014 | 4/28/2014 | ESG Team, Customer PM |
| First Pass | 3/24/2014 | 4/7/2014 | ESG Team, Customer PM |
| Second Pass | 4/10/2014 | 4/17/2014 | ESG Team, Customer PM |
| Third Pass | 4/21/2014 | 4/25/2014 | ESG Team, Customer PM |
| Customer Acceptance | 4/28/2014 | 4/28/2014 | ESG Team, Customer PM |
| SaaS Server Setup and Testing | 3/3/2014 | 4/14/2014 | ESG Team, Customer IT |



Test Database configured
 Back up configured and tested
 Connectivity tested for all sites

Database Conversions
 Consolidated SQL DB provided to ESG
 Translations and Mappings
 Run ETL scripts - test conversion
 Test data reviewed by Customer

Revise ETL scripts based on Customer feedback - run ETL scripts again
 Test data reviewed by Customer

Final consolidated SQL DB provided to ESG
 Run ETL scripts - final conversion
 Final data reviewed by Customer

System Build Out

| | | |
|-----------|-----------|-----------------------------|
| 3/3/2014 | 3/10/2014 | ESG Team |
| 3/3/2014 | 3/10/2014 | ESG Team |
| 3/3/2014 | 4/14/2014 | ESG Team, Customer IT |
| 3/3/2014 | 6/16/2014 | ESG Dev, Customer IT |
| 3/3/2014 | 3/3/2014 | Customer IT |
| 3/3/2014 | 4/14/2014 | ESG Dev, Customer IT |
| 4/21/2014 | 5/5/2014 | ESG Dev, Customer IT |
| 5/12/2014 | 5/23/2014 | ESG Dev, Customer IT |
| 5/23/2014 | 6/6/2014 | ESG Dev, Customer IT |
| 6/9/2014 | 6/20/2014 | ESG Dev, Customer IT |
| 8/4/2014 | 8/4/2014 | ESG Dev, Customer IT |
| 8/4/2014 | 8/8/2014 | ESG Dev, Customer IT |
| 8/8/2014 | 8/8/2014 | ESG Dev, Customer IT |
| 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |



| |
|------------------|
| Phase 4 Training |
|------------------|

| | | | |
|---|-----------|-----------|-----------------------------|
| Administration workspace | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Organization workspace | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Roles | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Forms | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Workflows - written, tested, accepted by work group | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Assessments | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Housing Setup | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Report set up, Mapping | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Dashboards | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Reports | 5/5/2014 | 7/14/2014 | PM, Trainer, Sys Admin Team |
| Lawson Interface | 5/5/2014 | 7/14/2014 | ESG Dev, Customer IT |
| Customer Functional Acceptance | 7/14/2014 | 7/18/2014 | ESG Team, Sys Admin Team |
| System Administration Training | 3/18/2014 | 5/13/2014 | PM, Trainer, Sys Admin Team |



| | | | | |
|-------------------------|---|-----------|-----------|-------------------------------|
| | Classroom Prep - reserve SU dates, reserve EU dates and determine EU schedule | 5/13/2014 | 5/16/2014 | PM, Customer PM |
| | Super User Training | 7/29/2014 | 7/31/2014 | Trainer, Super Users |
| | End User Training | 8/4/2014 | 8/8/2014 | Super Users, Customer Team |
| | Report and Query Training | 7/23/2014 | 7/24/2014 | Trainer, Sys Admin Team |
| Phase 5 - Go Live | Pre Go Live Meeting | 8/11/2014 | 8/11/2014 | ESG Team, Customer PM |
| | Go Live | 8/12/2014 | 8/15/2014 | ESG Team, Customer Team |
| | Post Go Live Meetings | 8/18/2014 | 8/29/2014 | PM, Trainer, Customer PM |
| Phase 6 - Project Close | Transition to Support | 9/1/2014 | 9/1/2014 | PM, Customer PM |
| | Schedule weekly, then bi-weekly meetings | 9/1/2014 | 9/1/2014 | PM, Customer PM |
| | Reconcile project hours | 9/1/2014 | 9/1/2014 | PM |



EXHIBIT F:

BUSINESS ASSOCIATE ADDENDUM ("HIPAA EXHIBIT")

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated there under (collectively "HIPAA"). In order to ensure such compliance this HIPAA Exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, Business Associate from or on behalf of Covered Entity will be handled.

1. Definitions.

- A. Business Associate. "Business Associate" shall mean **Empowered Solutions Group, Inc.**
- B. Covered Entity. "Covered Entity" shall mean **Fort Bend County**
- C. Designated Record Set. The phrase "Designated Record Set" shall have the same meaning as the phrase "designated record set" set forth within the Privacy and Security Rule, as may be amended from time to time.
- D. Individual. The term "Individual" shall have the same meaning as the term "individual" in the Privacy and Security Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy and Security Rule.
- E. Privacy and Security Rule. The phrase "Privacy and Security Rule" shall mean the Standards for Privacy of Individually Identifiable Information and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. part 160 and part 164, as amended from time to time.
- F. Protected Health Information. The phrase "Protected Health Information" shall have the same meaning as the phrase "protected health information" set forth within the Privacy and Security Rule, as may be amended from time to time, to the extent such information is provided to, or created or received by, Business Associate from or on behalf of Covered Entity.
- G. Secretary. The term "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.



Terms or phrases used, but not otherwise defined, in this HIPAA Exhibit shall have the same meaning as those terms in the Privacy and Security Rule.

2. Scope. This HIPAA Exhibit applies to all actions, relationships and transactions between Covered Entity and Business Associate pursuant to the Agreement and through which Covered Entity provides Protected Health Information to the Business Associate in any form or medium whatsoever.
3. Purpose; General Rules Regarding Protected Health Information. This HIPAA Exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is held, transmitted, disclosed, received or created by Business Associate from or on behalf of Covered Entity will be handled. Except as otherwise specified herein, Business Associate may make all uses and disclosures of Protected Health Information necessary to perform its obligations to Covered Entity under the Agreement or pursuant to Covered Entity's written instruction, provided that such uses or disclosures would not violate the Privacy and Security Rule. All other uses and disclosures not required by law, authorized by this HIPAA Exhibit or authorized by any other written agreement with Covered Entity or Covered Entity's written instructions are prohibited.
4. Business Activities of the Business Associate. Unless otherwise limited herein, Business Associate may:
 - A. Use and/or disclose Protected Health Information in its possession for the proper management and administration of Business Associate as it relates to the services provided to Covered Entity, provided that such uses and/or disclosures are permitted by federal and state laws;
 - B. Disclose Protected Health Information in its possession to third parties for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that the disclosures are required by law or Business Associate represents to Covered Entity, in writing, that Business Associate has obtained reasonable assurances from the third party that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - C. Use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B), except as otherwise limited in this HIPAA Exhibit; and



- D. Use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
5. Responsibilities of Business Associate. With regard to its use and/or disclosure of Protected Health Information, Business Associate hereby agrees to do the following:
- A. Use and/or disclose the Protected Health Information in its possession only as permitted by this HIPAA Exhibit or otherwise permitted or required by federal and state laws;
 - B. Ensure that all of its employees, representatives, subcontractors or agents that receive, use or have access to Protected Health Information under this HIPAA Exhibit agree to adhere to the same terms and conditions on the use and/or disclosure of Protected Health Information that apply herein, including the obligation to return, destroy or maintain the confidentiality of, Protected Health Information as provided under Section 8(B)(2) of this HIPAA Exhibit;
 - C. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the Privacy and Security Rule;
 - D. Establish procedures for mitigating improper use and/or disclosure of Protected Health Information in the event Business Associate discloses Protected Health Information to any third party for purposes other than “treatment,” “payment” or “health care operations” as those terms are used and defined within the Privacy and Security Rule. Business Associate shall provide prompt notice of the date and purpose of each disclosure as well as the name and address of the recipient, to the Covered Entity at the address set forth herein.
 - E. Report to the designated Privacy Officer of Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this HIPAA Exhibit or a security incident of which Business Associate becomes aware within ten (10) days of Business Associate’s discovery of such unauthorized use and/or disclosure or security incident;
 - F. Upon written request, make available during normal business hours at Business Associate’s offices, all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to Covered Entity within ten (10) days of receiving the request for purposes of enabling



Covered Entity to determine Business Associate's compliance with the terms of this HIPAA Exhibit;

- G. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Rule, subject to attorney-client privilege and other applicable legal privileges; and
- H. Within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual to account for disclosures of the Individual's Protected Health Information or to amend the Individual's Protected Health Information in accordance with Section 7 of this HIPAA Exhibit.

6. Responsibilities of Covered Entity

- A. Provide Business Associate with a copy of the notice of privacy practices that it utilizes in accordance with the Privacy and Security Rule, as well as inform Business Associate of any changes in said notice;
- B. Inform Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses or disclosures; and
- C. Notify Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of Protected Health Information agreed to by Covered Entity in accordance with the Privacy and Security Rule.

7. Handling of Designated Record Sets. In the event that the Protected Health Information received or created by the Business Associate on behalf of the Covered Entity constitutes a Designated Record Set:

- A. Business Associate agrees to make any amendments to the Protected Health Information that the Covered Entity directs pursuant to the Privacy and Security Rule and at the request of the Covered Entity or the Individual and in the time and manner reasonably designated by Covered Entity.
- B. Covered Entity agrees to:



1. Notify Business Associate, in writing, of any Protected Health Information Covered Entity seeks to make available to an Individual pursuant to the Privacy and Security Rule and the time and manner in which Business Associate should provide such access; and
2. Notify Business Associate, in writing, of any amendments to the Protected Health Information in the possession of Business Associate that Business Associate should make and the time and manner in which such amendments should be made.

8. Term and Termination.

- A. Term: The provisions of this HIPAA Exhibit shall remain in effect for the term of the Agreement, unless otherwise provided in this HIPAA Exhibit.
- B. Termination. Unless otherwise provided herein, this HIPAA Exhibit shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the provisions of this Section.
 1. As provided under the Privacy and Security Rule, upon Covered Entity's knowledge of a material breach of the terms of this HIPAA Exhibit by Business Associate, Covered Entity shall provide Business Associate with an opportunity to cure said material breach in accordance with the terms of the Agreement. Covered Entity shall make any reports deemed necessary, in its sole discretion, to the Secretary.
 2. Unless Business Associate has an independent legal right to the Protected Health Information provided to, or created or received by, Business Associate on behalf of Covered Entity, Business Associate shall return to Covered Entity or destroy, as requested by Covered Entity, within sixty (60) days of the termination of the Agreement, Protected Health Information in Business Associate's possession and retain no copies or back up files or tapes. If Business Associate retains Protected Health Information, the terms of this HIPAA Exhibit shall remain in effect for so long as Business Associate remains in possession of any Protected Health Information provided to, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health



Information that is in the possession of agents or subcontractors of Business Associate.

3. In the event Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is infeasible, Business Associate shall extend the protections of this HIPAA Exhibit to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9. Miscellaneous.

- A. No Third Party Beneficiaries. There are no intended third party beneficiaries to the provisions of this HIPAA Exhibit. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this HIPAA Exhibit give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose Protected Health Information is used or disclosed pursuant to this HIPAA Exhibit.
- B. References. A reference in this HIPAA Exhibit to a section in the Privacy and Security Rule means the section as in effect or as amended, and for which compliance is required.
- C. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Exhibit from time to time in order for Covered Entity to comply with the requirements of the Privacy and Security Rule. No amendment to this HIPAA Exhibit shall be effective until reduced to writing and signed by the parties.
- D. Survival. The respective rights and obligations of Business Associate and Covered Entity set forth in this HIPAA Exhibit shall survive the termination of the Agreement.



EXHIBIT G: 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. 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://econnect/index.aspx?page=55>) 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.