

all federal and or state terms as listed on Exhibit C, Contract Provisions for Contracts under Federal Awards.

5. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
6. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}
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IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

VITASYS, INC.

KP George

Arthur Bryant

KP George, County Judge

Arthur Bryant, CEO

8-25-20

Date



Date

8/11/20

ATTEST:

Laura Richard

Laura Richard, County Clerk

Reviewed by:

J. Johnson-Minter, MD

Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 54,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

EXHIBIT A: VITASYS eZEPI OUTBREAK MANAGEMENT SYSTEM SOFTWARE CUSTOMIZATION AGREEMENT

EXHIBIT B: Scope of Services

EXHIBIT C: Contract Provisions for Contracts under Federal Awards.

EXHIBIT A

STATE OF TEXAS

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COUNTY OF FORT BEND

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**EZEPHI OUTBREAK MANAGEMENT SYSTEM SOFTWARE
CUSTOMIZATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Vitasys, Inc. ("Vitasys"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County entered into Grant Contract No. 537-18-0117-00001 with the Texas Department of State Health Services, a pass-through entity, whereby County receives funds for activities that support the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement (the "Contract") from the Centers for Disease Control and Prevention ("CDC"); and

WHEREAS, County has obtained ongoing technical support to the Fort Bend ezEpi Outbreak Management System ("Software Program") through annually renewable Software Assurance and Service Level Agreements ("SASLA") from Vitasys; and

WHEREAS, County requires certain custom modifications to be made to the Software Program ("Services") in accordance with the functional and technical specifications set forth in the Statement of Work, and desires that Vitasys make such Services; and

WHEREAS, Vitasys has expertise in the areas desired by County, and Vitasys wishes to accept this assignment to provide services to County pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Vitasys understands and acknowledges that this Agreement may be totally or partially funded with federal and/or state funds. As a condition of receiving these funds, Vitasys represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party Vitasys and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. Vitasys shall require that these clauses shall be included in each covered transaction at any tier.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth by the Contract, the parties agree as follows:

AGREEMENT

1. Incorporation of Documents.

- 1.1. The following documents are attached hereto and, by this reference, incorporated in this Agreement:
 - a. Exhibit A – Statement of Work;
 - b. Exhibit B – Addendum to Software Assurance and Service Level Agreement ("SASLA") Vitasys ezEpi™ Outbreak Management System; and

c. Exhibit C – Grant Contract No. 537-18-0117-00001 and related Documents.

2. Provision of Service.

- 2.1. The technical and functional aspects of the Services are as set in the Statement of Work. Vitasys shall perform all necessary programming in order to create the modifications to the Software Program in substantial compliance with the Specifications.
- 2.2. Vitasys shall commence development work on the Services within the term specified in Statement of Work. Such Services shall be created substantially in conformance with the Specifications.
- 2.3. The parties expect that there might be some changes to the Specifications after acceptance by both parties. Requests for changes shall be proposed by the Project Managers or the Technical Coordinators of each party but shall not be effective without the written consent of both parties. Prior to acceptance of any change requests, the parties shall cooperate to equitably determine the impact on pricing, time commitments, scheduling and deadlines and other project factors and reflect these changes in the change order. All change orders must be approved by the Project Managers and executed by the authorized representative of each party.
- 2.4. The development of Services shall be conducted substantially in compliance with the Statement of Work. Vitasys shall conduct and conclude such development and tests in a professional manner, incorporate into the final version such modifications as the tests indicate are necessary, and conduct such further tests as may be required under the circumstances. Vitasys shall not be in default for failure to meet these timetable goals provided that the overall project is proceeding in a reasonable fashion and Vitasys is substantially achieving project objectives. Vitasys shall inform the County of factors that will lead to delays such as labor shortages, technical difficulties, competing projects, mechanical problems and other factors.
- 2.5. Upon completion of the Services, Vitasys shall notify County in accordance with the Statement of Work.

3. Personnel.

- 3.1. Vitasys represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement. Vitasys shall devote sufficient time and effort and shall allocate sufficient personnel resources to the project as may be required for the development and testing thereof. All employees of Vitasys shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Vitasys who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

4. Compensation.

- 4.1. Vitasys' fees shall be calculated at the rates set forth in the Statement of Work. The Maximum Compensation for the performance of Project Phase I of the Services is twenty-four thousand dollars and zero cents (\$24,000.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in the Statement of Work exceed the Maximum Compensation without an approved change order. Such fees shall be paid in the installments set forth in the Statement of Work based upon project milestones indicated therein.
- 4.2. County will pay Vitasys based on the following procedures:
 - a. Upon completion of the tasks identified in the Statement of Work, Vitasys shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701, Richmond, TX 77469

Email: auditor@fortbendcountytexas.gov
Fax: 281-341-3774

- b. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Vitasys, County shall notify Vitasys no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.
 - c. Vitasys shall maintain accounting, time, and other records as are necessary to verify any amount to be paid by County hereunder. Upon any dispute of any invoice, Vitasys shall provide backup records to support the invoice that is questioned if applicable.
- 4.3. **Limit of Appropriation.**
- a. Vitasys clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of twenty-four thousand dollars and zero cents (\$24,000.00), specifically allocated to fully discharge any and all liabilities County may incur for the performance of Project Phase I of the Services.
 - b. Vitasys does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Vitasys may become entitled to and the total maximum sum that County may become liable to pay to Vitasys for the performance of Project Phase I of the Services shall not under any conditions, circumstances, or interpretations thereof exceed twenty-four thousand dollars and zero cents (\$24,000.00).
5. **Time of Performance; Term.**
- 5.1. The time for performance of the Services by Vitasys shall begin with receipt of the Notice to Proceed from County and end as described in the Statement of Work. Vitasys shall complete the tasks described in the Statement of Work within this time or within such additional time as may be extended by the County.
 - 5.2. Upon completion of the Services, Vitasys shall provide services and support in accordance with the terms of Exhibit B. The SASLA shall terminate in accordance with the terms described therein.
6. **Modifications and Waivers.**
- 6.1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
7. **Termination.**
- 7.1. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - 7.2. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Vitasys fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

- b. If Vitasys materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 7.3. If, after termination, it is determined for any reason whatsoever that Vitasys was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 8.1 above.
 - 7.4. Upon termination of this Agreement, County shall compensate Vitasys in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Vitasys' final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.
 - 7.5. If County terminates this Agreement as provided in this Section 8, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Vitasys.
 - 7.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 8. Confidential Information.**
- 8.1. Vitasys acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Vitasys or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information").
 - 8.2. Vitasys agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Vitasys uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to maintain the confidentiality of any Confidential Information. Vitasys shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, shall advise County immediately in the event Vitasys learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Vitasys will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Vitasys against any such person. Vitasys agrees that, except as directed by County, Vitasys will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person. Upon termination of this Agreement or at County's request, Vitasys will promptly turn over all documents, papers, and other matter in Vitasys' possession which embody Confidential Information to County.
 - 8.3. Vitasys acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies

that may be available. Vitasys acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- 8.4. In providing all services hereunder, Vitasys agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 8.5. Vitasys expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Vitasys shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

9. Proprietary Rights.

- 9.1. Upon payment in full of all amounts due to the Vitasys, Vitasys shall grant to the County a license, based on the terms of the License Purchase and Professional Services Agreement Vitasys ezEpi™ Outbreak Management System, incorporated in the terms of Exhibit B, to use the Services. This Agreement shall not provide County with the right of ownership or title in and to the Software Program containing the Services but rather, County's rights shall be limited to the scope of license provided herein.
- 9.2. In the event that the Services include any preexisting works created by Vitasys or any other party, Vitasys hereby grants, and shall arrange for applicable third parties to grant, a perpetual, nonexclusive, royalty free license to use such preexisting works in connection with the Services.
- 9.3. Vitasys agrees to use reasonable diligence to avoid infringement on the proprietary rights of any third party in performance of the creation of Services. Vitasys agrees that all aspects of the Services shall be original works of creation and shall not use, in whole or in part, any work created by any other party, except, where specifically disclosed by the Vitasys to County and where a license to use such items is obtained for the benefit of the County. All such licenses shall be royalty free, perpetual, world-wide licenses, sufficient in scope to permit County's full use and enjoyment of the Services, except where specifically agreed in writing by the County.

10. Representations and Warranties of Vitasys.

- 10.1. Vitasys hereby represents, warrants, and covenants that:
 - a. it has the right to enter into this Agreement and it is the sole owner of all intellectual property rights in and to the Software Program and Services;
 - b. the use of the Software Program and Services or the exercise of the License granted hereunder, will not violate or interfere with the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law;
 - c. Vitasys represents and warrants that service hereunder shall be performed in a workmanlike manner consistent with industry standards, that all Services shall function substantially in compliance with agreed Specifications, and that it shall perform all development tasks in compliance with the Statement of Work and all applicable state, federal and local laws, rules and regulations; and

- d. The Services being provided by Vitasys do not and shall not contain any virus, time bomb, Trojan horse, worm or other harmful or disabling code or device which will have an adverse effect upon the operability, functionality or performance of County's computers, networks or systems.

11. Indemnity.

- 11.1. VITASYS SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF VITASYS, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF VITASYS OR ANY OF VITASYS'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.2. Vitasys indemnifies, defends and holds County harmless from and against all any claims, losses, causes of action, costs and expenses (including reasonable attorneys' fees) which County may incur by reason of any claim that the Services infringe the copyright, patent or other intellectual property right of third parties, provided that:
 - a. County notifies Vitasys in writing within thirty (30) days of the claim;
 - b. Vitasys has sole control of the defense and all related settlement negotiations (provided that a settlement does not provide for the taking of any action by County other than the cessation of the use of the Services; and
 - c. County provides Vitasys with reasonable assistance, information and authority to assist Expert to perform Vitasys' obligations under this Section. Vitasys will reimburse County's reasonable out-of-pocket expenses incurred in providing such assistance.
- 11.3. If the use of the Services is permanently enjoined for any reason, Vitasys, at Vitasys' option, and in its sole discretion and its expense, may:
 - a. modify the Services to be noninfringing; or
 - b. procure the right for County to continue to market the products.
- 11.4. If it is not commercially reasonable to perform either of the above options, then Vitasys may terminate the license for the infringing Services and refund the license and any other fees paid for the Services and pay any balance of any damages due to a third party intellectual property holder that has asserted its rights against County as a result of the use of the Services, Technical Support Services or Services. This Section 12 states Vitasys' entire liability and County's exclusive remedy for infringement.

12. Independent Vitasys.

- 12.1. In the performance of work or services hereunder, Vitasys shall be deemed an independent Vitasys, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Vitasys or, where permitted, of its subcontractors. Vitasys and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. Notices.

- 13.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.
- 13.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street, Richmond, TX 77469
Fax: (281) 341-8609

Vitasys: Vitasys, Inc.
Attn: Legal Notice
113 Cherry St., Suite 16713, Seattle, WA 98104
Fax:
Email: support@vitasys.com

- 13.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 13.1 and 13.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
- a. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - b. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

14. Compliance with Laws.

- 14.1. Vitasys shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Vitasys shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

15. Governing Law.

- 15.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. Nothing in this Agreement will be construed as a waiver of sovereign immunity by the TX DSHS.
- 15.2. By signature below, Vitasys represents pursuant to Tex. Gov't Code Ann. § 1252.152, that Vitasys is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Tex. Gov't Code Ann. §§ 806.051, 807.051 or 2253.153.

16. Required Grant Contract Terms.

- 16.1. In addition to any right of access arising by operation of law, Vitasys will permit the Texas Department of State Health Services ("TX DSHS") or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Agreement. If the Agreement includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have

a right of access to records as described in this section include: Tx DSHS, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by TX DSHS or any duly authorized authority, for the purpose of investigation or hearing, Vitasys will produce original documents related to this Agreement. TX DSHS and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

16.2. Civil Rights Requirements

- a. Vitasys agrees to comply with state and federal anti-discrimination laws, including: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and TX DSHS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- b. Vitasys agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination. Vitasys agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Vitasys from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and Federal civil rights laws require Vitasys to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Vitasys agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. When applicable, Vitasys agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml.
- c. Vitasys agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

16.3. Compliance with Audit of Inspection Findings.

- a. Vitasys understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this contract and the goods or services provided hereunder. Any such correction related to the subcontractors' actions shall be at Vitasys' expense.

Whether Vitasys' action corrects the noncompliance will be solely the decision of the County.

- b. As part of the Services, Vitasys must provide to County upon request a copy of those portions of Vitasys' internal audit reports relating to the Services and deliverables provided to the County under this contract.
- 16.4. Vitasys understands that acceptance of funds acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Vitasys agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested.
 - 16.5. Vitasys will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by Vitasys to perform work pursuant to the Agreement.
 - 16.6. Child Support
 - a. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. In accordance with Tex. Fam. Code Ann. § 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until:
 - b. All arrearages have been paid;
 - c. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
 - d. The court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.
 - e. Before payment can be released, Vitasys will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.
 - f. Vitasys certifies that the individual or business entity named in this Agreement or (bid application) is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 16.7. Unless otherwise specified in this Agreement, Vitasys will acquire and maintain, for the duration of this Agreement, insurance coverage necessary to ensure proper fulfillment of this Agreement and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by TX DSHS. Vitasys will provide evidence of insurance as required under this Agreement, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of TX DSHS the nature and extent of coverage granted by each such policy, upon request by TX DSHS. In the event that any policy is determined by TX DSHS to be deficient to comply with the terms of this Agreement, Vitasys will secure such additional policies or coverage as the TX DSHS may reasonably request or that are required by law or regulation. If coverage expires during the term of this Agreement, Vitasys must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Agreement apply to both Vitasys and its subcontractors, if any.

16.8. Vitasys certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or (2) been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

16.9. Notwithstanding Section 10. Proprietary Rights, Vitasys hereby assigns to TX DSHS, all right, title, and interest in all Deliverables. Vitasys will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract. Vitasys grants to the TX DSHS and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, or Grantee's Vitasys in the performance of the Project. Vitasys hereby assigns to the TX DSHS, all right, title, and interest in all Deliverables.

17. Export Controls and Restricted Rights.

17.1. The Software Program, the documentation, and all underlying information or technology may not be exported or reexported into any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Neither party will export the software or documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. The parties represent and warrant that they are not a national or resident of, or located in or under the control of, any country subject to such export controls.

18. Non-Waiver.

18.1. No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

19. Further Assurances.

19.1. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

20. Assignment and Delegation.

20.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

20.2. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties to this Agreement expressly agree that in the event a party seeks to or does transfer part or all of its assets to a separate entity, not a party to this Agreement, the party shall be liable under this Agreement as if the transfer had not occurred.

21. Dispute Resolution.

21.1. Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

- a. Senior executives representing each of County and Vitasys will meet to discuss and attempt to resolve any such controversy or claim;
- b. If such controversy or claim is not resolved as contemplated by clause (a), County and Vitasys will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
- c. If such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

22. Third Party Beneficiaries.

22.1. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

23. Severability.

23.1. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

24. Publicity.

24.1. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Vitasys release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

25. Interpretation; Captions.

25.1. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

25.2. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

26. Entire Agreement.

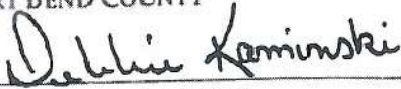
26.1. This Agreement, together with all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls. The parties intend for the express terms and conditions contained in this Agreement (including any Exhibits hereto) to exclusively govern and control each of the parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly

limited to such terms and conditions. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, except for the representations, warranties, or agreements expressly contained in this Agreement.

26.2. Notwithstanding the foregoing, any additional, contrary, or different terms contained in any document issued by TX DSHS or the CDC that modifies any terms and conditions of the Grant Contract No. 537-18-0117-00001, those terms shall control.

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

FORT BEND COUNTY

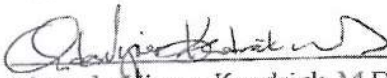


Debbie Kaminski, CPPB,
Purchasing Agent

9/30/19

Date

Approved By:



Mary des Vignes Kendrick, M.D., MPH
Director, Health & Human Services

VITASYS, INC.



Authorized Agent - Signature

Stefan LaMotte, COO

Authorized Agent- Printed Name, Title

9/26/2019

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 24,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert E. Sturdivant, County Auditor

Exhibit A



Fort Bend OMS Enhancements - Statement of Work

Prepared for:

Fort Bend County Health and Human Services
4520 Reading Rd., Suite A-500
Rosenberg, TX 77471

Prepared by:



113 Cherry Street, Ste. 16713
Seattle, WA 98104
(855) 848-2797 toll free
www.vitasys.com

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A. Purpose

Vitasys has provided ongoing technical support to the Fort Bend ezEpi Outbreak Management System through annually renewable Software Assurance and Service Level Agreements (SASLA). Vitasys also has assisted Fort Bend HHS with the design and development of additional Disease Surveillance and Vector Control modules to extend the functionality of disease tracking within the County.

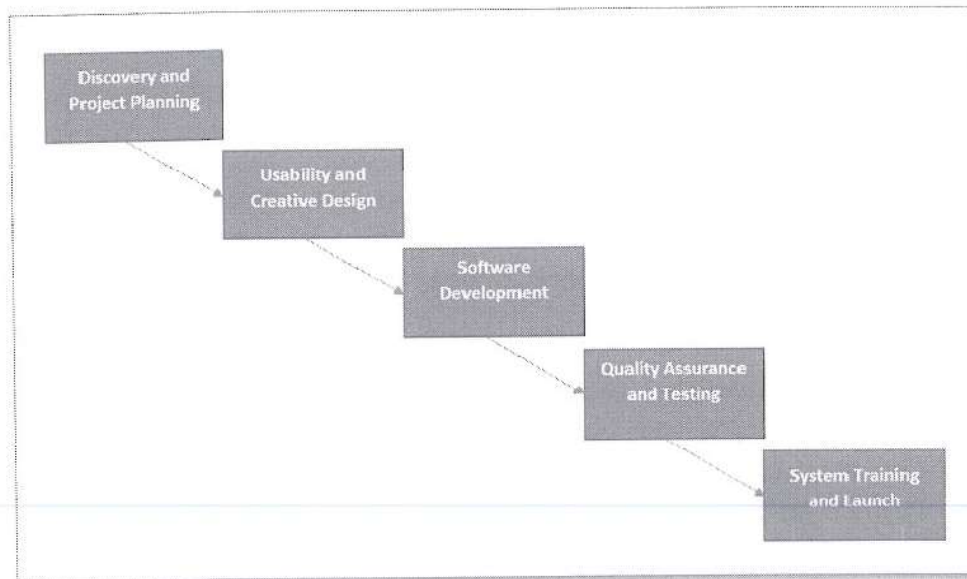
The current OMS applications assist in logging, tracking, and communication across the different operational services throughout the region. As such, the Fort Bend HHS applications have provided much-needed resources for more efficiently managing daily operational needs within the public health arena. In order to better serve the needs of the community and end users, Fort Bend HHS wishes to partner with Vitasys on enhancements that help extend the existing core framework of the Outbreak Management System and its related features.

This Statement of Work document captures and defines the additional work activities, deliverables, timeline and costs Vitasys must execute in the performance of these new features for Fort Bend HHS under an existing contract Amendment. Through their analysis, ideation, proposed pricing, and discussion responses, Vitasys appears to provide good value to Fort Bend HHS by enhancing the existing solutions.

B. Scope of Work

1. Project Management

Project management is the discipline of planning, organizing, securing, managing, leading, and controlling resources to achieve specific goals. To best meet this project's goals, we intend to use a traditional software development approach that identifies five project phases.



- 1) **Discovery and Project Planning.** An essential first step for this project will be identifying the requirements, specifications, architecture and development framework recommendations. This first

phase assigns a project manager and application analyst to refine the Statement of Work (SOW) and help write the project plan.

- 2) **Usability and Creative Design.** After the SOW and project plan are written, mobile app usability experts and creative graphic designers develop app UX/UI guides to provide a consistent look and feel. This phase also may involve the use of user work flow charts, typography, iconography, photo imagery, content blocks, wireframes and mock ups to help illustrate and illuminate the end user workflows, navigational structure, and show page layouts.
- 3) **Software Engineering.** The third phase is when software development engineers install and configure the system and associated database in a testing environment, and begin building out various functional enhancements. Software coding is needed to customize different features and functions to SOW specifications. Quality assurance processes also begin to proactively identify system defects.
- 4) **Quality Assurance and Testing.** Throughout this phase, software testers evaluate all application pages, elements, images, icons, features, systems, functions and spelling to determine whether defects or bugs need to be fixed or issues resolved. Automation testing may be used to expedite the process and provide evidence that all requirements have been fulfilled and bugs no longer exist.
- 5) **Debrief and Launch.** After the testers have verified that no known defects exist, an administration debrief is scheduled and conducted. Once the customer is comfortable with the final results, the application is deployed in the customer’s network environment.

2. Website Framework

The Microsoft system platforms are ideally suited for dynamic web page development. The systems use a .NET technology “stack” that contains several underlying parts:

- A. **Server.** Computer that provides information to other computers on a network or the web. This will depend on the existing IT infrastructure or whether to host the site externally on vendor servers.
- B. **Operating system.** The software running the server for our proposed platform(s) will be *Windows*.
- C. **Web server.** The software responsible for serving web pages will be *Windows Server*.
- D. **Database.** *MSSQL* is a structured collection of records, or database that stores all website content.
- E. **Scripting language.** *.NET* is a server side scripting language designed for web development which also is used as a general programming language that generates commands resulting in web pages.

While a technology stack includes the hardware and software required to run the site, the software system uses a five-tiered architectural structure that governs how information flows between physical and software content system layers.

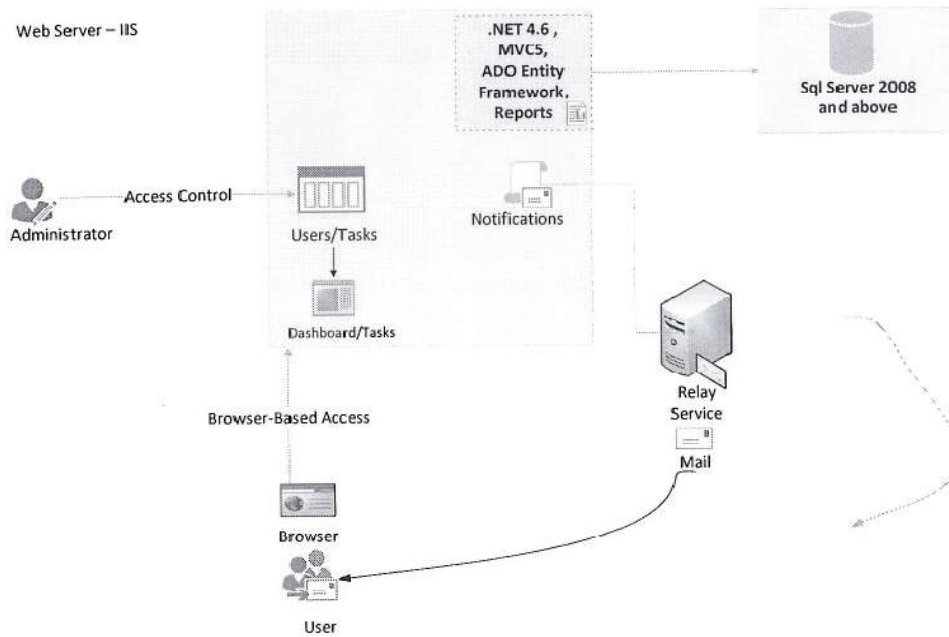
Table 1: Web Server System Requirements

Name	Value
Server OS	Windows 2008 & above
IIS	7.5 & above
.NET Installation	Microsoft .NET 4.6 & above, with MVC5 installed

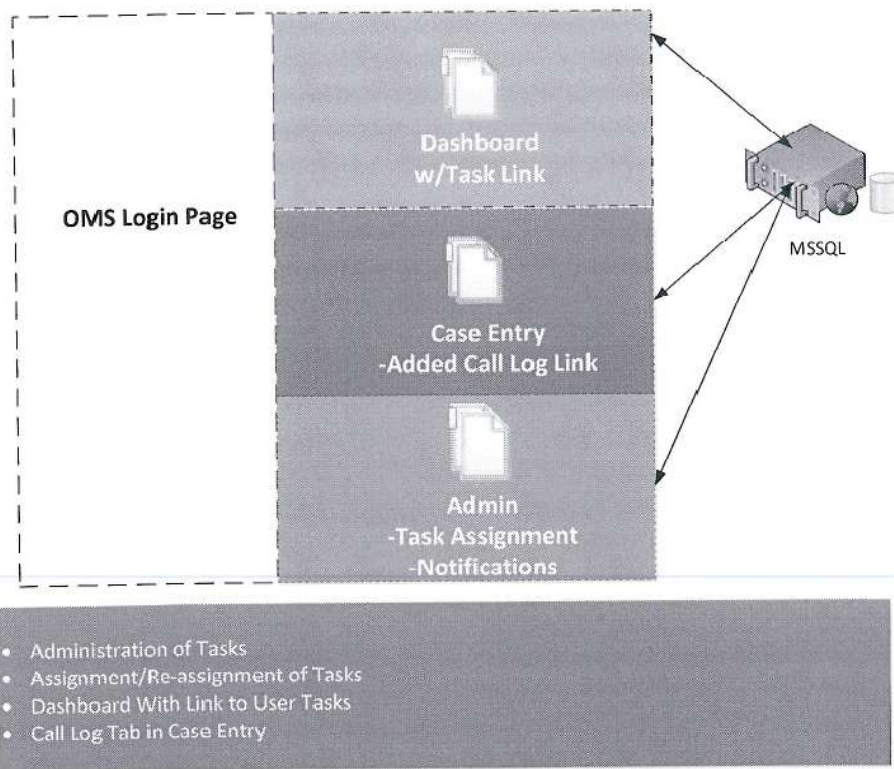
Table 2: Database System Requirements

Name	Value
Server OS	Windows 2008 & above
Sql Server	Sql Server 2008 & above

3. Web Server and Database



OMS Enhancement Plan



4. Core Requirements

1. Secure Messaging:
 - a. Messaging option between existing system users (select one or multiple)
 - b. Message repository in system with 'Notification' flag
 - c. Copy of message sent to user(s)
2. Administrator Tasks Assignments Tab:
 - a. Assign, transfer, and delete tasks. (User, Record ID selection (list), case status, and assigned date and completion date)
 - b. User task list pane (add/remove from specific users)
3. Task Creation:
 - a. Single Long Form Record ID, Case Status
4. User Task Page:
 - a. Single long form Record ID (link), case status, assigned date, expected completion date.
5. Long Form case link for Call Log Tab (add/edit):
 - a. Tab(Page) for Call Log linked to individual case record
6. Dynamic Fields:
 - a. Support fixed number of field types (Checkbox, Text, Multiline Text, Date, Number)

5. Assumptions

1. End users will need to have an internet connection in order to access information.
2. No data visualizations or business intelligence solutions will be needed in this scope.

C. Period of Performance

Planning, design, development, testing and deployment work will begin approximately August 2019 and end no later than December 2019.

D. Location of Work

All app planning, design, development and test work will be performed in the vendor's main offices in Seattle, WA. Web-based visual demonstrations and presentations of app iterations will be provided using conference calls, email, project portals, and one web conference services.

E. Applicable Standards

All app design, development and system work will comply with the following applicable standards:

1. IEEE 1074-1995; ISO/IEC 12207
2. Project Management Body of Knowledge (PMBOK) Guide, 5th Edition
3. Fort Bend IT policies
4. Other Organization specific policies, practices and standards.

F. Acceptance Criteria

All work performed and tasks delivered will be subject to review and acceptance by Fort Bend HHS project management or designated representatives using the applicable standards in this Statement of Work or other reasonable acceptance measures determined by Fort Bend HHS at its sole discretion.

G. One-Time Customization Costs

One-time Application Customization Project Costs

<u>Project Phase I, Description and Estimated Labor Time</u>	<u>Cost</u>
1) Base Setup and Test Environment (20 hrs @ \$100/hr)	\$2,000.00
2) Task Creation and Administration (140 hrs @ \$100/hr)	\$14,000.00
3) Link Tasks to Cases (40 hrs @ \$100/hr)	\$4,000.00
4) Link Call Log to Case (40 hrs @ \$100/hr)	\$4,000.00
Total	\$24,000.00

<u>Project Phase II, Description and Estimated Labor Time</u>	<u>Cost</u>
5) Add Dynamic Fields to Case (80 hrs @ \$100/hr)	\$8,000.00
6) Messaging and Notifications (120 hrs @ \$100/hr)	\$12,000.00
Total	\$20,000.00

Exhibit B

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO SOFTWARE ASSURANCE AND SERVICE LEVEL AGREEMENT (SASLA)
VITASYS EZEPI™ OUTBREAK MANAGEMENT SYSTEM

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Vitasys, Inc. ("Vitasys"), a Washington corporation authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously executed and accepted that certain Software Assurance and Service Level Agreement ("Agreement" attached hereto as Exhibit "A" and incorporated by reference) for use of the ezEpi™ Outbreak Management System ("Software"); and

WHEREAS, County desires to purchase an annual software subscription and related services from Vitasys at a cost of \$5,850.00.

NOW THEREFORE, the following changes are incorporated as if a part of the Agreement:


1. **Term.** The Term of Agreement shall be effective on October 1st, 2018 and will terminate on September 30th, 2019. County may continue to extend the term of this agreement in 12-month optional periods by written request.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice. Late payments and disputes related to payments are subject to Chapter 2251 of the Texas Government Code. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Confidential Information.** Vitasys expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T. CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Vitasys shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Vitasys for any reason are hereby deleted.
6. **Software Assurance.** Vitasys represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by

Vitasys to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vitasys will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the Vitasys's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Vitasys's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Vitasys in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, Vitasys hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Vitasys represents pursuant to Tex. Gov't. Code Ann. § 2252.152, that Vitasys is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
10. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
11. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

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


FORT BEND COUNTY


Debbie Kaminski, CPPB, Purchasing Agent

2/1/19

Date

VITASYS, INC.


Arthur Bryant, CEO

1/25/19

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 5,850.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Exhibit A

**Software Assurance and Service Level Agreement (SASLA)
Vitasys ezEpi™ Outbreak Management System**

This Agreement is made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 11820 Northup Way, Suite 215 Bellevue, WA 98005.

1. Purpose and Services to Be Performed

In consideration of mutual promises, provisions and agreements established herein, this Software Assurance and Service Level Agreement (SASLA) describes the Software Assurances to Client for the ezEpi Outbreak Management System (OMS) licensed software and outlines the terms and conditions under which Contractor will provide additional specified Services ("the Services") to Client. The objective is to provide ongoing system support, maintenance, updates and upgrades to support the ezEpi OMS software.

2. Term of Agreement

This Agreement will become effective on June 10th, 2013 and will terminate on June 9th, 2014. Client may extend the term of this agreement in 12 month optional periods by written request.

3. Termination of Agreement

Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 21 days after notice thereof is sent to the other party in writing. If at any time after commencement of the services required by this Agreement, Client will, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained in this Agreement, Client may terminate this Agreement upon 14 days' written notice to Contractor.

4. Payment

Client will pay Contractor a fixed base price of \$0.00 for an initial 12 month period. If Client elects to extend the term of this agreement in optional additional 12 month periods, the fee will be \$5,850.00 due upon written notification to extend the term of the agreement.

5. Software Assurances and Service Level Agreement

- A. **Standard services.** Standard services to be delivered under this Agreement are as listed, described and specified in Schedule A to this Agreement.
- B. **Non-standard services.** Non-standard services to be delivered under this Agreement are as listed, described and specified in Schedule B to this Agreement.
- C. **Service Availability.** The availability, operational reliability and response times of the Services to be delivered under this Agreement are as specified in Schedule C to this Agreement.
- D. **Place of Service delivery.** The Services covered by this Agreement are to be delivered at the address or addresses given in the beginning of this Agreement, on-line, or at any associated network or systems administration locations of the parties.
- E. **Changes to Services.** Either party may propose changes to the scope, nature or time schedule of the Services being performed under the Service Level portion of this Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. All changes must be approved in writing by both parties.

6. Performance, Tracking and Reporting

- A. **Key Personnel Changes.** Key personnel are not required to be specifically named within this Agreement but the Contractor will notify the Client in advance of changes to any key personnel that could affect the delivery of the Services to the Customer.
- B. **How Services Will Be Monitored.** The performance of each individual Service will be monitored and reported on a monthly basis.
- C. **Service Level Reporting.** Reports on actual standard service levels achieved or non-standard system enhancements, updates or upgrades made will be provided to the Client on a monthly basis. This will cover each service component delivered and the performance achieved compared with target. These reports are to be provided to the Client within ten working days after the end of each month.

D. **Service Review Meetings.** Service Review meetings will be held on a quarterly basis. The issues to be covered will include (as applicable):

- ✓ Service performance levels
- ✓ Enhancements, updates or upgrades
- ✓ System performance
- ✓ Hardware issues
- ✓ Compensation
- ✓ Administration
- ✓ Security
- ✓ Proposed system enhancements.

7. Problem Management

A. **Support and Service desk Services.** The Contractor will provide ongoing assistance to the Client to support the System provided. This will include comprehensive Service desk facilities and Maintenance and Support services.

B. **Problem Definition.** The following standard problem definitions will apply to the system provided under the terms of this Agreement.

System Priority	System Severity	Status	Impact
Priority level 1	Blocking	Mission critical	System crash or blocking impact
Priority level 2	Critical	Extremely urgent	Critical system performance impact
Priority level 3	Major	Urgent	Serious system performance impact
Priority level 4	Minor	Moderate priority	Moderate system impact
Priority level 5	Enhancement	Low Priority	Little system performance impact

C. **Problem Escalation.** To ensure that the Client receives senior management attention on unresolved issues, the Contractor operates a problem escalation procedure in order that any unresolved problems are notified to the Contractor's operational and management personnel on a priority basis dependent upon the severity of the problem. This escalation process is for the Client to notify the Contractor's Chief Operations Officer of any unresolved problems. If the problem still has not been resolved satisfactorily, the Client is to notify the Contractor's Chief Executive Officer.

8. Software System and Data Security

A. **Physical Access.** The Client is to ensure that the Contractor's employees and sub-contractors are given reasonable authorized access to premises and equipment in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

B. **Logical Access.** The Client is to ensure that the Contractor's employees and sub-contractors are given necessary access to the software and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

C. **Compliance with Client Security Policies.** In the event that the Client operates formal security policies, the Contractor will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements. The Client will provide the Contractor with up-to-date information on its security policies and will keep the Contractor informed about any changes to these policies.

D. **Information and data security measures.** The Contractor will manage information and data security with reasonable efforts to restrict unauthorized access. The Contractor will make best endeavours to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues, including compliance with the Health Insurance Portability and Accountability Act (HIPAA).

E. **Disaster recovery.** The Contractor will ensure that information and data under its responsibility is properly backed up on a daily basis and also that arrangements are made for recovery processes to be installed to minimize any potential disruption to the Customer's business. The Contractor is

required to ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events. These measures should include implementation and pre-testing of formal disaster recovery and business continuity planning within the Contractor's business.

- F. **Encryption.** Where requested and authorized by the Customer, the Contractor agrees to utilize Secure Socket Layer (SSL) encryption technology in the electronic transmission of data to protect private Client information from access by unauthorized users.

9. Invoice

Contractor will submit invoice to Client for all fees and expenses due and incurred. Client will pay Contractor within 30 days after receipt of each invoice. Invoices shall include at a minimum the dollar amount, date, invoice number, description of services performed, and any receipts or documentation of the incidental expenses incurred.

10. Indemnification

Contractor agrees to indemnify and hold harmless Client against any claims, actions, or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the breach of the warranties contained in this Agreement. Client will provide notice to Contractor promptly of any such claim, suit, or proceeding and will assist Contractor, at Contractor's expense, in defending any such claim, suit, or proceeding.

11. Assignment and Delegation

Contractor may not assign or subcontract any rights or obligations under this Agreement without Client's prior written approval.

12. Insurance

Prior to commencement of the Services, Contractor shall furnish Client 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 Client. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by Client. Contractor 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. Contractor 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:

- 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.
- 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.
- Professional Liability insurance for malpractice or errors or omissions with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate.

Client 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 Contractor shall contain a waiver of subrogation in favor of Client and members of Commissioners Court.

If required coverage is written on a claims-made basis, Contractor 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. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Fort Bend County, Texas. Any costs and fees other than attorney fees

associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

14. Exclusive Agreement

This Agreement (including any exhibits and attachments) is the entire Agreement between Contractor and Client.

15. Applicable Law

This Agreement will be governed by the laws of the state of Texas. During the performance of this Agreement, Contractor agrees to comply with all Federal, state and local laws, including the Health Insurance Portability and Accountability Act (HIPAA), and specific laws respecting discrimination in employment. This contract is not subject to Cost Accounting Standards (CAS).

16. Nonsolicitation

During the term of this Agreement, neither party will induce, or attempt to induce, any employee, consultant, advisor or independent contractor of the other to leave such employment or relationship to engage in, be employed by, perform services for, participate in or otherwise be connected with, either directly or indirectly, any enterprise of the other.

17. Notices

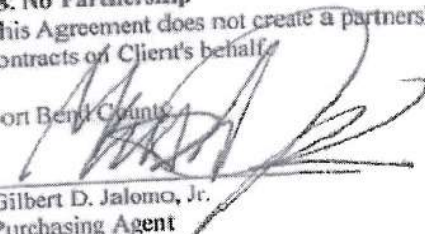
All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- ✓ when delivered personally to the recipient's address as stated on this Agreement,
- ✓ one day after being delivered via overnight mail by a nationally recognized courier, with postage prepaid to the recipient's address as stated on this Agreement, or
- ✓ five days after being deposited in the United States Postal Service mail using Certified Letter postage prepaid to the recipient's address as stated on this Agreement, or
- ✓ one day after being sent by fax or electronic mail, provided such notice is acknowledged by the recipient.

18. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

Fort Bend County


Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: 4.16.13

Contractor: Vitasys, Inc.

By: 

Name: Arthur Bryant

Title: CEO

Dated: June 10th, 2013

Taxpayer ID Number: 27-3554660

SCHEDULE A – STANDARD SERVICES

Client is entitled to miscellaneous support and maintenance from Contractor each calendar month. The following detailed service parameters are the responsibility of the Contractor in the ongoing support of this Agreement.

- ✓ Help Desk support
- ✓ Telephone support
- ✓ E-mail support
- ✓ Remote assistance using a Third-Party web-based Service Solution
- ✓ Planned or Emergency assistance (extra costs may apply)
- ✓ System changes, updates, or analysis
- ✓ Quarterly system QA review

SCHEDULE B – NON-STANDARD SERVICES

Client is entitled to ezEpi OMS software system enhancements, updates, and upgrades from Contractor. The following detailed non-standard service parameters are the responsibility of the Contractor in the ongoing administration and support of this Agreement.

- ✓ Error handling resolution
- ✓ Import and export functions
- ✓ Graphical user interface improvements
- ✓ Help file framework
- ✓ Cases
- ✓ Contacts
- ✓ Profiles
- ✓ Reports
- ✓ Call logs
- ✓ Questionnaires
- ✓ Administration
- ✓ Entry handling
- ✓ Search
- ✓ Work flow

SCHEDULE C – SERVICE AVAILABILITY

Effective support is a result of maintaining consistent service levels. Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- ✓ Telephone support : 9:00 A.M. to 5:00 P.M. PST/PDT Monday – Friday
Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer and action the call. Voice mail also will be available.
- ✓ Email support: 9:00 A.M. to 5:00 P.M. PST/PDT Monday – Friday
Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- ✓ Assistance guaranteed within 24 hours during the business week.

From: [Vasquez, Ninfa](#)
To: [Lucas, Gloria](#)
Subject: RE: 167268 Vitasys 6th Amendment
Date: Wednesday, January 2, 2019 9:22:28 AM
Attachments: [image001.png](#)

Approved

From: Lucas, Gloria <Gloria.Lucas@fortbendcountytexas.gov>
Sent: Friday, December 28, 2018 11:30 AM
To: Vasquez, Ninfa <Ninfa.Vasquez@fortbendcountytexas.gov>
Subject: RE: 167268 Vitasys 6th Amendment
Importance: High

Ninfa,

What's the status?

Gloria Lucas



*Buyer I | Fort Bend County – Purchasing Agent
301 Jackson, Suite 201
Richmond, TX 77469
281-341-8648*

From: Lucas, Gloria
Sent: Tuesday, December 18, 2018 3:44 PM
To: Vasquez, Ninfa <Ninfa.Vasquez@fortbendcountytexas.gov>
Subject: 167268 Vitasys 6th Amendment

Hi Ninfa,

Our legal dept. prepared a 6th Amendment, please have the authorize person review it for accuracy, if no change is required, please reply back APPROVED.

Gloria Lucas

Exhibit C



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable KP George, County Judge
Fort Bend County Health and Human Services
301 Jackson Street
Richmond, Texas 77469

Subject: Public Health Emergency Preparedness Contract
Contract Number: 537-18-0117-00001, Amendment No. 03
Contract Amount: \$1,171,500.00
Contract Term: July 1, 2017 through June 30, 2020

Dear Judge George:

Enclosed is the Public Health Emergency Preparedness amendment between the Department of State Health Services and Fort Bend County Health and Human Services.

The purpose of this contract is to perform activities in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness.

This amendment increases the contract by \$390,500.00 for FY 2020 and extends the contract end term to June 30, 2020.

Please let me know if you have any questions or need additional information.

Sincerely,

Lauren Miller, CTCM
Contract Manager
512-776-3574
Lauren.Miller@dshs.texas.gov

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0117-00001

AMENDMENT NO. 03

RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **FORT BEND COUNTY HEALTH AND HUMAN SERVICES** (“Grantee”), which are collectively referred to herein as the “Parties,” to that certain grant Contract effective July 1, 2017, and denominated DSHS Contract No. 537-18-0117-00001, now desire to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2019, through June 30, 2020 (“**Fiscal Year 2020**” or “**FY2020**”); and

WHEREAS, the Parties desire to add the FY2020 Statement of Work.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2020.
2. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$355,000.00)** in federal funding with the Grantee providing a total of **THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$35,500.00)** in match funds for the Fiscal Year of 2020. The total Contract amount is not to exceed **ONE MILLION SIXTY-FIVE THOUSAND DOLLARS (\$1,065,000.00)** in federal funding and **ONE HUNDRED SIX THOUSAND FIVE HUNDRED DOLLARS (\$106,500.00)** in match funds for a combined total of **ONE MILLION ONE HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,171,500.00)**. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.
3. **SECTION VIII** of the Signature Document, **NOTICE TO PROCEED**, is hereby deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY 2020 work may begin, and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency,

Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

4. **ATTACHMENT B, BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	Total Budget Summary
Personnel	\$234,471.00	\$206,916.00	\$196,904.00	\$638,291.00
Fringe Benefits	\$98,084.00	\$65,190.00	\$65,982.00	\$229,256.00
Travel	\$6,513.00	\$19,362.00	\$19,362.00	\$45,237.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$4,667.00	\$71,043.00	\$29,438.00	\$105,148.00
Contractual	\$0.00	\$0.00	\$29,000.00	\$29,000.00
Other	\$46,765.00	\$27,989.00	\$49,814.00	\$124,568.00
Sum of Direct Costs	\$390,500.00	\$390,500.00	\$390,500.00	\$1,171,500.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$390,500.00	\$390,500.00	\$390,500.00	\$1,171,500.00
Required Match (Cash or In-Kind)	\$35,500.00	\$35,500.00	\$35,500.00	\$106,500.00
TOTAL	\$390,500.00	\$390,500.00	\$390,500.00	\$1,171,500.00

It is agreed that Grantee shall provide matching funds in the amount of **\$106,500.00** for the Contract term.

5. The Parties agree to add **ATTACHMENT A.3, FY2020 STATEMENT OF WORK**, which is attached hereto and incorporated into the Contract as if fully set forth therein.
6. This Amendment No. 03 shall be effective on July 1, 2019.
7. Except as amended and modified by this Amendment No. 03, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 03
SYSTEM AGENCY CONTRACT NO. 537-18-0117-00001**

**TEXAS DEPARTMENT OF STATE HEALTH
SERVICES**

**FORT BEND COUNTY HEALTH AND HUMAN
SERVICES**

By: DocuSigned by:
KP George
F546587DD2BD433...

Name: KP George

Title: County Judge

Date of Execution: _____

Date of Execution: May 15, 2019

**ARTICLE 1: THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART
OF THE CONTRACT:**

ATTACHMENT A.3 - FY2020 STATEMENT OF WORK

ATTACHMENT C- FFATA

ATTACHMENT A.3
STATEMENT OF WORK
July 1, 2019 through June 30, 2020

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the PHEP Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) to align Public Health Emergency Preparedness (PHEP) and Hospital Preparedness Programs (HPP) and advance public health and healthcare preparedness.
- B. Perform the activities required under this Contract in the following county: Fort Bend County.
- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Address the following public health preparedness capabilities:
 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term.
 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (NIMS).
 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing, and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.

Grantee will provide matching in the amount of at least ten percent (10%) of the allocation amount. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
 5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
 6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or match;
 7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
 8. Be adequately documented;
 9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G. Inform System Agency in writing if Grantee will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- H. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- I. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Due dates will be listed in the most current System Agency reporting schedule, to be released within thirty (30) days of the Contract start date. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- J. Submit Performance Measures to System Agency within an established timeframe designated by System Agency as required by the CDC.
- K. Submit the work plan that encompasses the Contract term, due to System Agency within

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

an established timeline designated by System Agency.

- L. Conduct, or participate in, an annual Training and Exercise Planning Workshop (TEPW) with all applicable agencies in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to develop a strategy and structure for a multi-year Training and Exercise Plan (TEP). Prepare, maintain, and upon request, submit a copy of the TEPW agenda and participant roster as documentation of TEPW attendance.
- M. Submit a current Multi-Year Training & Exercise Plan that covers FY20 through FY24 (July 1, 2019, through June 30, 2023) to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- N. Conduct, or participate in, at least one annual Preparedness Exercise consistent with their TEP. Submit a Notification of Exercise (NOE) form to System Agency Preparedness Exercise inbox at preparednessexercise@dshs.texas.gov no later than sixty (60) days prior to the start of the exercise.
- O. Submit at least one (1) After Action Review/Improvement Plan (AAR/IP). All AAR/IPs must be submitted to System Agency Preparedness Exercise inbox, preparednesscxercise@dshs.texas.gov within sixty (60) days, or ninety (90) days for Real World Incident (RWI), of the completion of the exercise/response to System Agency Exercise Team and no later than June 30, 2020. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.
- P. Complete and submit all supporting documents for the Operational Readiness Review (ORR) twenty (20) business days prior to review date. The review takes place every other year; however, documentation will still be required annually.
 - 1. ORR forms include:
 - a. Jurisdictional Data Sheet
 - b. Dispensing Planning Form
 - c. Distribution Planning Form
 - d. Training and Exercising Form
 - e. Dispensing Full-Scale Exercise (FSE) Form
 - f. Distribution FSE Form
 - 2. Provide updated Transportation Spreadsheet for submission to Health Emergency Preparedness and Response Section (HEPRS) External SharePoint by April 1, 2020.
 - 3. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing [POD] locations and using

ATTACHMENT A.3
STATEMENT OF WORK
July 1, 2019 through June 30, 2020

existing call down rosters) to HEPRS External SharePoint and submit After Action Reviews/Improvements sixty (60) days after drill completion or by April 1, 2020, to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:

- a. Staff Call Down;
- b. Facility Set-Up; and
- c. POD Activation.

- Q. Submit the Texas Public Health Risk Assessment Tool due to System Agency within an established timeframe designated by System Agency.
- R. Submit the Mid-Year Report due to System Agency within an established timeframe designated by System Agency.
- S. Complete an End-Of-Year Performance Report in a format specified by System Agency no later than August 15, 2020.
- T. Designate a member of the PHEP program to attend, in person, two (2) PHEP quarterly meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing as to the reason for noncompliance.
- U. Designate a member of the PIIEP program to attend, in person, four regional healthcare coalition meetings during the term of the Contract from July 1, 2019, to June 30, 2020. Submit sign-in sheets from meetings as evidence of attendance.
- V. Submit a current Texas Preparedness and Evaluation Process (TxPEP) report to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- W. Submit a report on the Grantee's vulnerable population outreach activities to System Agency within an established timeframe designated by System Agency, using a template provided by System Agency.
- X. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- Y. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP), as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups. If Grantee uses volunteers as provided in the Section, the

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

Grantee must either:

1. Request access to the TDVR from the State ESAR-VHP System Administrator, participate in required administrator trainings, and provide access to volunteers for registration or
 2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system. If petitioning System Agency to use a fully operational, ESAR-VHP-compliant, web-based volunteer management system, then the substitute system must meet, but is not limited to, the following federal requirements:
 - a. Must offer Internet-based registration;
 - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d. Must be able to verify the credentials of the 20 mandated professions;
 - e. Must be able to assign to one of four emergency credential levels;
 - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g. Must be able to re-verify professional credentials every 6 months;
 - h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i. Must be able to record all volunteer health professional affiliations; and
 - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
 - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- Z. Not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms or furniture, or funding an award to another party or provider who is ineligible.
-
- AA. Cooperate with System Agency to coordinate all planning, training and exercises

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

- BB. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- CC. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019 – June 30, 2020), as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
- DD. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- EE. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year.
- FF. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- GG. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

ATTACHMENT A.3
STATEMENT OF WORK
July 1, 2019 through June 30, 2020

- HH. Comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
 3. Texas Health and Safety Code Chapter 81.
- II. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.
- JJ. Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.
- KK. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements and compliance with the Contract's terms and conditions. Grantee must demonstrate adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

III. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services

ATTACHMENT A.3
STATEMENT OF WORK

July 1, 2019 through June 30, 2020

Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov,
& CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, FSRGrants@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a monthly basis and in accordance with **Attachment B, Budget**.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.
- D. Grantee may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency.
- E. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Attachment C Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Fort Bend County	FFATA Contact # 1 Name, Email and Phone Number: Humera Ansari humera.ansari@fortbendcountytexas.gov 281-344-3978
Primary Address of Contractor: 301 Jackson St Richmond, TX	FFATA Contact #2 Name, Email and Phone Number: Linda Rosenberg linda.rosenberg@fortbendcountytexas.gov 281-633-7680
ZIP Code: 9-digits Required www.usps.com 77469-3108	DUNS Number: 9-digits Required www.sam.gov 081497075
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 17460019692031	

Printed Name of Authorized Representative KP George	Signature of Authorized Representative DocuSigned by:  F546687DD28D483...
Title of Authorized Representative County Judge	Date May 15, 2019

Attachment C
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;

Sally Tom:300000

Provide compensation information here:

Certificate Of Completion

Envelope Id: B70FDD5CAC6743C399FCF33B16FD2E03	Status: Sent
Subject: Amending \$1,171,500; 537-18-0117-00001; Fort Bend County HHS A-3; DSHS/CPS/HAZARDS	
Source Envelope:	
Document Pages: 27	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.13

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
5/1/2019 9:17:03 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

	Signature	Timestamp
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Karen Ray Karen.Ray@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cecile Young cecile.young@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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<p>Aparna Aavula aparna.aavula@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 9:20:53 AM
<p>Lauren Miller Lauren.Miller@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 9:20:54 AM Viewed: 5/6/2019 10:15:20 AM
<p>Jenetha Jones jenetha.jones@fortbendcountytx.gov Robert Hebert, County Judge Fort Bend County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 2:06:11 PM
<p>David Olinger david.olinger@fortbendcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 2:06:11 PM Viewed: 5/1/2019 2:58:09 PM
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

EXHIBIT B



Fort Bend OMS Enhancements - Statement of Work

Prepared for:

Fort Bend County Health and Human Services
4520 Reading Rd., Suite A-500
Rosenberg, TX 77471

Prepared by:



113 Cherry Street, Ste. 16713
Seattle, WA 98104
(855) 848-2797 toll free
www.vitasys.com

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A. Purpose

Vitasys has provided ongoing technical support to the Fort Bend ezEpi Outbreak Management System through annually renewable Software Assurance and Service Level Agreements (SASLA). Vitasys also has assisted Fort Bend HHS with the design and development of additional Disease Surveillance and Vector Control modules to extend the functionality of disease tracking within the County.

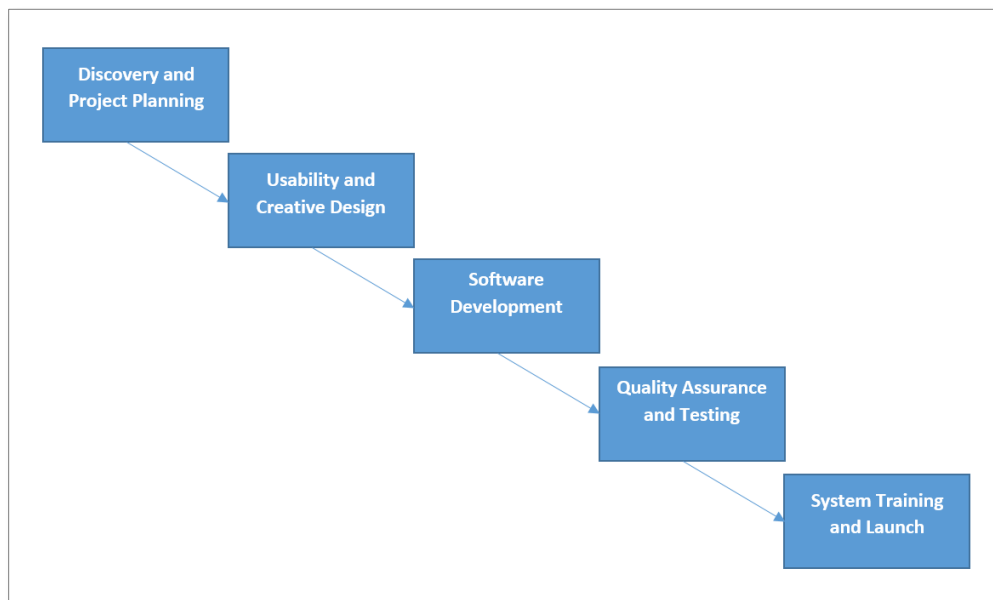
The current OMS applications assist in logging, tracking, and communication across the different operational services throughout the region. As such, the Fort Bend HHS applications have provided much-needed resources for more efficiently managing daily operational needs within the public health arena. In order to better serve the needs of the community and end users, Fort Bend HHS wishes to partner with Vitasys on enhancements that help extend the existing core framework of the Outbreak Management System and its related features.

This Statement of Work document captures and defines the additional work activities, deliverables, timeline and costs Vitasys must execute in the performance of these new features for Fort Bend HHS under an existing contract Amendment. Through their analysis, ideation, proposed pricing, and discussion responses, Vitasys appears to provide good value to Fort Bend HHS by enhancing the existing solutions.

B. Scope of Work

1. Project Management

Project management is the discipline of planning, organizing, securing, managing, leading, and controlling resources to achieve specific goals. To best meet this project's goals, we intend to use a traditional software development approach that identifies five project phases.



- 1) **Discovery and Project Planning.** An essential first step for this project will be identifying the requirements, specifications, architecture and development framework recommendations. This first

phase assigns a project manager and application analyst to refine the Statement of Work (SOW) and help write the project plan.

- 2) **Usability and Creative Design.** After the SOW and project plan are written, mobile app usability experts and creative graphic designers develop app UX/UI guides to provide a consistent look and feel. This phase also may involve the use of user work flow charts, typography, iconography, photo imagery, content blocks, wireframes and mock ups to help illustrate and illuminate the end user workflows, navigational structure, and show page layouts.
- 3) **Software Engineering.** The third phase is when software development engineers install and configure the system and associated database in a testing environment, and begin building out various functional enhancements. Software coding is needed to customize different features and functions to SOW specifications. Quality assurance processes also begin to proactively identify system defects.
- 4) **Quality Assurance and Testing.** Throughout this phase, software testers evaluate all application pages, elements, images, icons, features, systems, functions and spelling to determine whether defects or bugs need to be fixed or issues resolved. Automation testing may be used to expedite the process and provide evidence that all requirements have been fulfilled and bugs no longer exist.
- 5) **Debrief and Launch.** After the testers have verified that no known defects exist, an administration debrief is scheduled and conducted. Once the customer is comfortable with the final results, the application is deployed in the customer’s network environment.

2. Website Framework

The Microsoft system platforms are ideally suited for dynamic web page development. The systems use a .NET technology “stack” that contains several underlying parts:

- A. **Server.** Computer that provides information to other computers on a network or the web. This will depend on the existing IT infrastructure or whether to host the site externally on vendor servers.
- B. **Operating system.** The software running the server for our proposed platform(s) will be *Windows*.
- C. **Web server.** The software responsible for serving web pages will be *Windows Server*.
- D. **Database.** *MSSQL* is a structured collection of records, or database that stores all website content.
- E. **Scripting language.** *.NET* is a server side scripting language designed for web development which also is used as a general programming language that generates commands resulting in web pages.

While a technology stack includes the hardware and software required to run the site, the software system uses a five-tiered architectural structure that governs how information flows between physical and software content system layers.

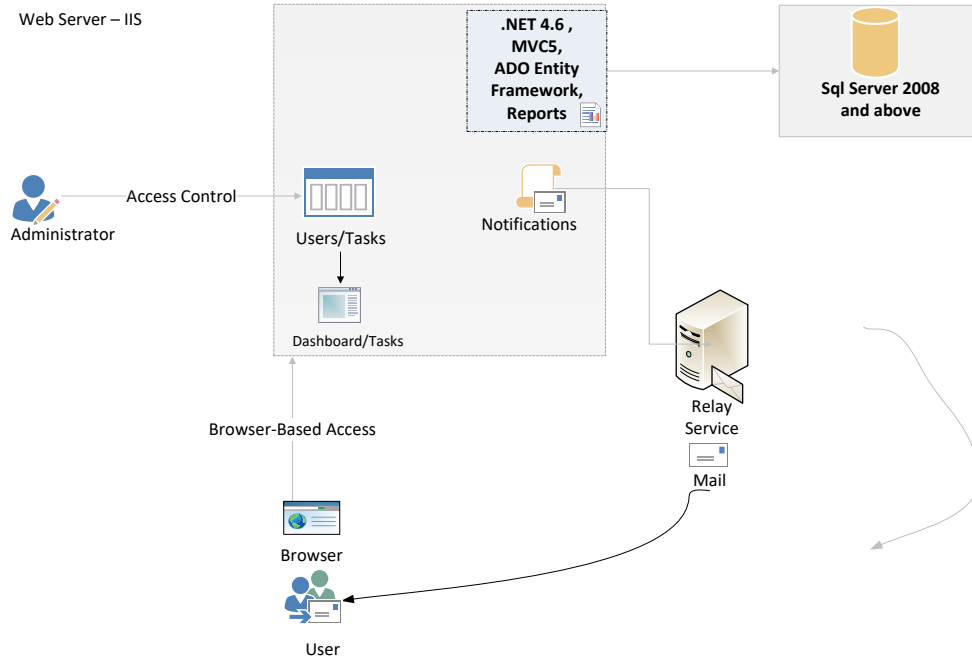
Table 1: Web Server System Requirements

Name	Value
Server OS	Windows 2008 & above
IIS	7.5 & above
.NET Installation	Microsoft .NET 4.6 & above, with MVC5 installed

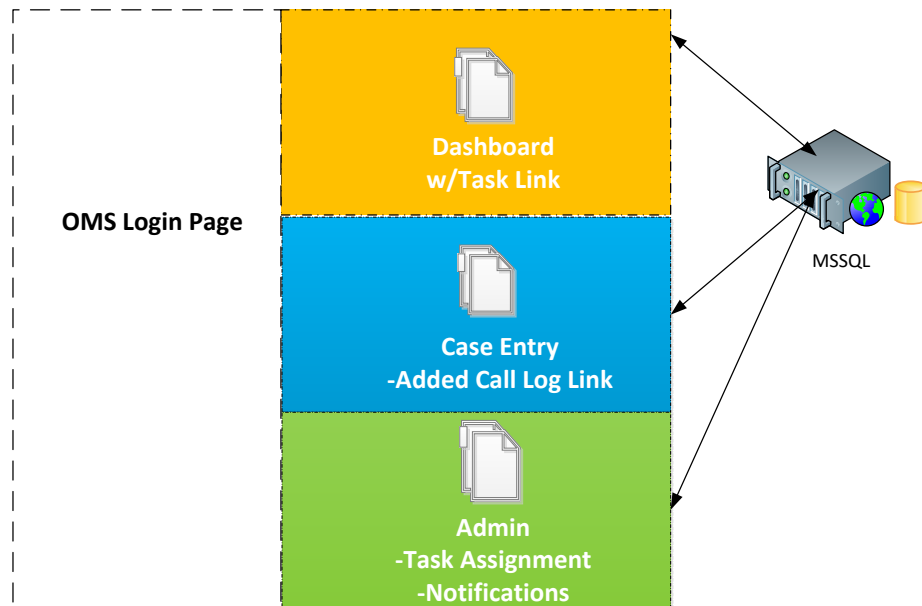
Table 2: Database System Requirements

Name	Value
Server OS	Windows 2008 & above
Sql Server	Sql Server 2008 & above

3. Web Server and Database



OMS Enhancement Plan



- Administration of Tasks
- Assignment/Re-assignment of Tasks
- Dashboard With Link to User Tasks
- Call Log Tab in Case Entry

4. Core Requirements

1. Secure Messaging:
 - a. Messaging option between existing system users (select one or multiple)
 - b. Message repository in system with 'Notification' flag
 - c. Copy of message sent to user(s)
2. Dynamic Fields:
 - a. Support fixed number of field types (Checkbox, Text, Multiline Text, Date, Number)
EXAMPLE: Notification sent to Texas DSHS?
 - 1-yes (if yes: date _____)
 - 2-no
 - b. NOTE: Querying, reporting, or filtering based on these "on-the-fly" fields is not included as part of this functionality due to the complexity and beyond budget/scope of this feature
3. Creating contacts (Long Form Case Entry→Contacts tab) and clicking a checkbox to copy the address from the existing case patient
4. Creating a new case from an existing Contact in the case record. "Create a new case from this contact" feature within the 'Contacts' tab of a case
5. Export a case form to formatted PDF
6. Formatted Fort Bend template (with letterhead) in PDF or Word and contains case information for sending out to a patient for follow-up.
7. As part of the messaging system, add some additional Case Status options like "Pending Review" when a staffer closes a case. Workflow = Admin assigns Task (case), staffer investigates case, closes case, then notification sent to Admin to review/approve the closed case
8. A Task status report that includes all assigned information plus how many "lost to follow up"
9. NEDSS data integration for cases and labs

5. Assumptions

1. End users will need to have an internet connection in order to access information.
2. No data visualizations or business intelligence solutions will be needed in this scope.

C. Period of Performance

Planning, design, development, testing and deployment work will begin approximately July 2020 and end no later than October 2020.

D. Location of Work

All app planning, design, development and test work will be performed in the vendor's main offices in Seattle, WA. Web-based visual demonstrations and presentations of app iterations will be provided using conference calls, email, project portals, and one web conference services.

E. Applicable Standards

All app design, development and system work will comply with the following applicable standards:

1. IEEE 1074-1995; ISO/IEC 12207
2. Project Management Body of Knowledge (PMBOK) Guide, 5th Edition
3. Fort Bend IT policies
4. Other Organization specific policies, practices and standards.

F. Acceptance Criteria

All work performed and tasks delivered will be subject to review and acceptance by Fort Bend HHS project management or designated representatives using the applicable standards in this Statement of Work or other reasonable acceptance measures determined by Fort Bend HHS at its sole discretion.

G. One-Time Customization Costs

One-time Application Customization Project Costs

<u>Project Phase II, Description and Estimated Labor Time</u>	<u>Cost</u>
1) Add Dynamic Fields to Case (NOTE: no querying or filtering) (80 hrs @ \$100/hr)	\$8,000.00
2) Messaging and Notifications (120 hrs @ \$100/hr)	\$12,000.00
3) Creating contacts (Long Form Case Entry → Contacts tab) and clicking a checkbox to copy the address from the existing case patient (18 hrs @ \$100/hr)	\$1,800.00
4) Creating a new case from an existing Contact in the case record. "Create a new case from this contact" feature within the 'Contacts' tab of a case (30 hrs @ \$100/hr)	\$3,000.00
5) Export a case form to formatted PDF (40 hrs @ \$100/hr)	\$4,000.00
6) Formatted Fort Bend template (with letterhead) in PDF or Word and contains case information for sending out to a patient for follow-up. (30 hrs @ \$100/hr)	\$3,000.00
7) As part of the messaging system, add some additional Case Status options like "Pending Review" when a staffer closes a case. Workflow = Admin assigns Task (case), staffer investigates case, closes case, then notification sent to Admin to review/approve the closed case (70 hrs @ \$100/hr)	\$7,000.00
8) A Task status report that includes all assigned information plus how many "lost to follow up" (24 hrs @ \$100/hr)	\$2,400.00
9) NEDSS data integration for cases and labs (130 hrs @ \$100/hr)	\$13,000.00
Total	\$54,200.00

EXHIBIT C

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

2. Rights to Inventions under a Contract or Agreement.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

3. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

4. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue

available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-657070

Date Filed:
08/13/2020

Date Acknowledged:
08/25/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vitasys, Inc.
Seattle, WA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22812
ezEpi Outbreak Management System software customization and enhancements.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)