

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

**AGREEMENT FOR  
 STAFF AUGMENTATION SERVICES  
 PURSUANT TO DIR-TSO-3763**

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

WITNESSETH

WHEREAS, County desires that Contractor provide staff augmentation services as will be more fully described herein (hereinafter "Services") pursuant to DIR-TSO-3763 (which is incorporated by reference);

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

**AGREEMENT**

**Section 1. Scope of Services**

- A. Contractor will provide on-site personnel as directed by the Fort Bend Information Services Director (hereinafter "IT Director") and in accordance with the attached and incorporated Exhibit A. In the event of conflict, the IT Director's instructions shall prevail over the Exhibits, to the extent that the deviation from the Exhibit does not increase the maximum compensation available under this Agreement. Subject to availability of funding, County may but is not required to, secure additional services at the same rates as stated in the Exhibit(s). Likewise, County may also reduce the level of service utilized under this Agreement without penalty.
- B. Scheduling and location for personnel reporting shall be as directed by the IT Director.
- C. County will supply equipment for use by contracted personnel as determined by the IT director. Personnel shall not use County equipment for any unlawful purposes, will obey all laws, rules, and regulations of all governmental authorities while using the equipment and will only use the equipment in the performance of Services under this Agreement. Personnel shall use the equipment in a careful and proper manner. Contractor agrees, at

County's election, to replace or reimburse County for any equipment damaged, lost or not returned by their personnel.

- D. Contractor will require all their staff to comply with any grant documentation requirements administered by the County as of the Effective Date of this Agreement.
- E. In the performance of all Services, Contractor agrees to execute the attached Exhibit B, Business Associates Agreement.

## **Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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.

## **Section 3. Compensation and Payment**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall not exceed the amounts certified below by the Fort Bend County Auditor and any additional amounts of funds from time to time that may be certified as available, as of the date so certified. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Contractor understands and agrees that the Maximum Compensation stated is an inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County one (1) original to 301 Jackson St, Suite 701, Richmond TX 77469 and one electronic copy to [APAuditor@fortbendcountytexas.gov](mailto:APAuditor@fortbendcountytexas.gov) showing the amounts due for services performed in a

form acceptable to County. Contractor is encouraged to invoice weekly but no less frequently than monthly. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4. Limit of Appropriation**

- A. It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Contractor is to terminate this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the Auditor as of the date so certified.
  
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the funds certified by the County Auditor to be available.

**Section 5. Term**

This Agreement is effective as of the date executed by County and shall terminate on December 31, 2021 unless sooner terminated in accordance with this Section. This Agreement does not automatically renew.

**Section 6. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon fourteen (14) days written notice issued by the IT Director.

## B. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor 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 Contractor 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.
  2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or 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 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 7. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. 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.
- C. 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.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County 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 County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. 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:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. 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.
  3. 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.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  5. Cyber/Data Breach Liability Insurance with a limit of not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
  - C. 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 the work under this Contract is completed.
  - D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
  - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**Section 12. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.**

**Section 13. Confidential and Proprietary Information**

- A. Contractor 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 Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 keep Confidential Information confidential. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor 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. Contractor 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

- E. Contractor 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 Consultant 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.

**Section 14. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor 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.

**Section 15. Notices**

- A. 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), or nationally recognized overnight courier (with all fees prepaid).
- B. 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, Texas 77469

With a copy to: Fort Bend County  
Information Technology  
Attn: Director  
500 Liberty Street  
Richmond, TX 77469

Contractor: Dell Marketing LP  
Attn: \_\_\_\_\_  
One Dell Way  
Round Rock, Texas 78634

- C. Notice is effective only if the party giving or making the Notice has complied with Notice provisions herein and if the addressee has received the Notice. A Notice is deemed received as follows:
1. 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.
  2. 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.

**Section 16. Compliance with Laws**

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 17. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 18. Assignment and Delegation**

- A. 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. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 19. Applicable 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.

**Section 20. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 21. Third Party Beneficiaries**

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

**Section 22. Severability**

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

**Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor

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.

**Section 24. Captions**

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

**Section 25. Conflict**

In the event there is a conflict between documents they shall be resolved in this Order: First: Exhibit C: Federal Clauses; Second: Exhibit B: Business Associates Agreement; Third: This document titled "AGREEMENT FOR technology consulting services pursuant to DIR Contract No. DIR-CPO-4570" and last: Exhibit A: Scope of Service

**Section 26. 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 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 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

**Section 27. 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

**Section 28. Federal Clauses**

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 requirements in Exhibit C. 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.

**Section 29. Entire Agreement**

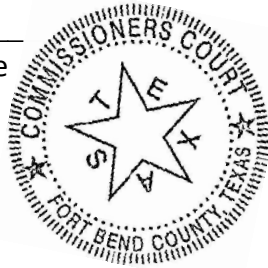
This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 26 day of January, 2021

FORT BEND COUNTY

*KP George*  
County Judge KP George

KP George, County Judge



ATTEST:

*Laura Richard*

Laura Richard, County Clerk

DELL MARKETING LP

*Brian E McGlumphy*

Authorized Agent- Signature

Brian McGlumphy

Authorized Agent- Printed Name

Sr. DIR EUC Delivery PMO

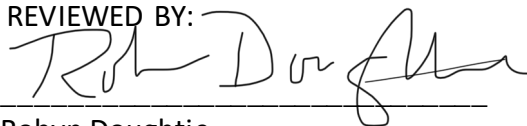
Title

25 JAN 2021

Date

- Exhibit A: Scope of Service
- Exhibit B: Business Associates Agreement
- Exhibit C: Federal Clauses

REVIEWED BY:



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Robyn Doughtie

Director of Information Technology & CIO

APPROVED AS TO LEGAL FORM:



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Michelle L. Turner

General Counsel Division Chief

County Attorney Office

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**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 150,000.00 to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Through 02/28/2021

Service period



Robert Ed Sturdivant

January 26, 2021

Date Certified

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

# EXHIBIT A

## Scope of Service



Statement of Work for  
Fort Bend County

Staff Augmentation

20429396

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# 1 INTRODUCTION

<b>"DT Services Services"</b>	DT Services Services
<b>"DT Services Services Address"</b>	One Dell Way, Round Rock, Texas 78634
<b>"Customer"</b>	Fort Bend County
<b>"Customer Address"</b>	500 Liberty St. Richmond, Texas 77469
<b>"SOW"</b>	This Statement of Work.
<b>"Services"</b>	The services as described in this SOW.
<b>"Agreement"</b>	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions in the Agreement that exists between Dell Marketing L.P.(Dell) and the Texas Department of Information Resources (the "DIR" agreement", DIR-TSO-3763-- Dell Contract Code 75AHH-- effective January 10, 2018), under such contract customer has elected to [participate as an eligible public entity.
<b>"Effective Date"</b>	The date of the last signature below.
<b>"Term"</b>	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services Services completes the provision of Services in accordance with this SOW.

The terms **"DT Services Services"**, **"DT Services Services Address"**, **"Customer"**, **"Customer Address"**, **"SOW"**, **"Services"**, **"Agreement"**, **"Effective Date"**, **"Term"** and **"Deliverables"** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Dell Major Metro Areas

## 2 SUMMARY OF SERVICE

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DT Services Staff Augmentation Services will provide the following qualified personnel to function as supplemental resources in Customer's current I/T organization during the Service Period as defined herein.

## 3 ENGAGEMENT DETAILS

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In connection with this SOW, DT Services Services will perform the Services as specifically described herein.

### 3.1 Scope of Services

DT Services Services will perform the following Services under this SOW:

#### 3.1.1 Staff Augmentation

DT Services Services will supply L4 Tech Lead Resource(s) and Network/AV Sr. Tech/Engineer Resource(s) to Customer to function as a supplemental resource in Customer's current I/T organization, working at the sole direction of the Customer, for the Supported Sites identified in this SOW. Knowledge and Skill are explained and identified in Section 3.7 Personnel Skill and Qualifications

#### 3.1.2 Resource Management

DT Services Services' Resource Management Office will be responsible only for providing the staff personnel as described herein. DT Services Services will assign a single point of contact ("SPOC") who will coordinate the staff requests from the Customer inside DT Services Services.

##### 3.1.2.1 DT Services Services Provisioning Responsibilities

DT Services Services' SPOC will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.
- Review the DT Services Services standard invoice format and billing procedure to be used on the project, with the Customer Resource Manager.
- Issue and manage the Change Order Process.
- Receive authorized requests for resource(s) from Customer.

##### 3.1.2.2 Customer Resource Management Responsibilities

Customer Contact will perform the following activities:

- Manage and Supervise resources
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Provide an approved change order to the DT Services Services SPOC.
- Administer the Change Management Process with DT Services Services.
- Authorize tasks that impact resource utilization in a timely manner.
- Review with DT Services Services invoice or billing requirements.

## 3.2 Project Timeline

DT Services Services anticipates the Resource(s) associated with these Services will span an estimated period of twelve (12) contiguous Months (subject to any applicable maximums and/or minimums). Such resource(s) will be available to Customer within the Service Hours as specifically detailed in Section 3.6 herein.

Resource	Total Hours
L4 Tech Lead	10000
Network/AV Sr. Tech/Engineer	4000

## 3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any DT Services Services training or certification services not specifically described in this SOW.
4. Development of Deliverables and/or Materials.
5. Any post-delivery support to the Deliverables produced.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

## 3.4 Assumptions

DT Services Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Unless otherwise specified in writing, and mutually agreed to by DT Services Services and Customer, all contracted resources will be required to be at their designated location, or locations, for the duration of project. If any travel between sites additional charges could occur.
2. Resource will perform the service as a member of Customer's technical staff, directed by Customer. DT Services Services resources will not provide tools or software.
3. DT Services Services will provide the services at Customer's request to the extent that resources are available.
4. There will be no back-up coverage while assigned resources are off for vacation/holidays/other reasons.
5. No Service Level Agreements ("SLA") are defined.
6. No penalties included during the delivery of the services.
7. **Due to the pre-screening process involved when providing staff augmentation, DT Services Services will require a minimum of fifteen (15) business days lead to allocate the appropriate resources that are required.**
8. Customer can request additional resource(s) with similar skillset from the SPOC if needed. Resources with different skillset will need to be request via the Change Order process.

### 3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

1. Promptly notifying DT Services Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services Services with any required consents necessary to perform the Services.
3. Developing or providing documentation, materials and assistance to DT Services Services.
4. Ensuring the DT Services Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet DT Services Services' requirements for the products and Services purchased.
5. Prior to the start of this SOW, indicating to DT Services Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
6. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
7. Although the DT Services Services supplied personnel shall remain DT Services Services employees or contractors, as applicable, Customer shall exclusively supervise, control, and direct the DT Services Services supplied personnel on their performance of services for the Customer during the Service Period.

### 3.6 Service Hours

DT Services Services will perform the Services during normal business hours typically 8:00 am to 5:00 pm through Monday through Friday. Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services Services and Customer.

## 3.7 Personnel Skills and Qualifications

Resources provided by DT Services Services will have the following skills and abilities. The effort will fall under the resource skillset described in below.

1. Security Clearance: NONE

### 2. L4 – Tech Lead

- 4+ years' experience in servicing/deploying computer equipment.
- Able to lead team of technicians and act individually to complete service events.
- Experienced in managing subordinate technicians including escalating and resolving issues as they arise.
- Must have proven customer service background.
- Individual should understand Statements of Works requirements and recognize cost impacts of operational matters.
- Good communication skills.
- Needs to interact with the Customer Site Contact to prepare site for service delivery
- Responsible for resolving technical escalations that arise during service delivery.
- Proven project experience utilizing data and settings migration, imaging, application installation, and technologies.
- Able to comprehend and follow verbal and written technical instructions and scripts. Qualified resources.
- Possess A+ certification or equivalent skill set.
- MCP, MCSE, MCSE, CNE or Network+ certification is a plus.
- Certification in various hardware platforms may optionally be required for servicing hardware issues.

### 3. Network/AV Sr. Tech/Engineer

- Audio Visual Strategic Planning: Plans and coordinate activities in order to carry out AV projects and meet county goals. Make recommendations and provide expert advice about the implementation of a county wide AV strategic plan.
- Provide technical support for AV Systems: Maintain and troubleshoot existing AV software and hardware. Stay up to date on current AV technology, recommend and implement upgrades and patches. Maintain a library of control designs and programming.
- Business/Systems Analyst: Install, configure, manage and maintain Audio Visual Systems at county locations.
- Resource Optimization: Work in partnership with other employees, departments/offices and external vendors/service providers to deliver cost effective and innovative audio visual systems.
- System Design: Create and maintain standard system designs for county AV systems.
- Standards and Process Development: Develop standards and processes for the selection, implementation, utilization and maintenance of AV installations across all county department/offices.
- Live Streaming: Develop standards and processes for broadcasting pre-recorded and live events to various platforms including, but not limited to Social Media (FaceBook, YouTube, etc.), County Website and TV and Radio Media. Run Events such as Commissioner's Court as needed.

**Scope Overview:**

Under the direction of the customer Dell resources will assist the customer in supporting PC related services tasks at a single customer location in Richmond, TX

Customer to provide any/all tools, processes, and/or instructions needed to perform all services.

## 4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Charges shall be as follows:

DT Services will invoice Customer the applicable charges in accordance with this SOW. Charges for Services are based on the rate card detailed below. Customer agrees that this is DT Services' good-faith estimate of the total amount of the Services required and is not a fixed charge. Customer agrees that this does not guarantee the Services will be completed within a specific timeframe or price.

The charges will be invoiced on a monthly basis based upon the actual number of hours expended by DT Services in the prior billing period multiplied by the applicable hourly rates as set forth in the table below.

Resource	Hourly Rate	Estimated Hours	Total
L4 Tech Lead	\$50.90	10,000	\$509,000.00
Network/AV Sr. Tech/Engineer	\$122.68	4,000	\$490,720.00

**Total Estimated Charge: \$999,720.00**

### 4.1 Estimate Revisions

Should DT Services Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

### 4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

### 4.3 Additional Pricing Terms

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services Services after such thirty (30) day period, DT Services Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2. The price for the Services is based on Customer's environment as disclosed to DT Services Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services Services may terminate this SOW with notice to Customer.
3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services

Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.

4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services Services vary by +/- five (5%) percent, DT Services Services has the right to adjust the pricing to reflect such changes.
5. All prices are in USD and are exclusive of all applicable taxes.
6. During the delivery of the Services, if Customer requires changes to a scheduled DT Services Services activity, as defined by prior agreement or as documented in the agreed DT Services Services delivery schedule/plan, with less than five (5) business days' notice to DT Services Services in writing, additional charges will apply where DT Services Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse DT Services Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services Services, additional charges may apply.
8. In the event the Term of this SOW extends beyond one (1) year, DT Services Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
9. Schedule delays outside of DT Services Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
10. For Services performed based on hourly rates, estimates by resource are provided for planning purposes only. Estimated hourly allocations may be redistributed from one resource to another within the confines of the estimated total defined in this section without requiring customer pre-approval. Resource(s) assigned to this project are full time and as such are expected to work a minimum of eight (8) hours per day, per assigned individual, unless mutually agreed.
11. DT Services Services will invoice Customer no less than eight (8) billing hours per day, exclusive of scheduled vacation time, sick time, statutory holidays and scheduled partial weeks. A partial week is defined as a mid-week project start/end date.
12. The overtime rate applies to any services performed outside standard business hours, on weekends or holidays. Overtime rate is 150% of the rates in the pricing table above.
13. Pricing does not include DT Services Services taking over any existing resources
14. Any expenses based on Customer access requirements will be billed to the Customer. This includes health screens, TB tests, other background checks, etc.
15. Parking will be billed to the Customer.
16. Engagements longer than 9 months may require a change in resources.
17. **Pricing is based on Services provided at sites within the Dell Metro Area only** (see: Appendix C). If Services are provided at any site outside the Dell Metro Area, Customer will have to pay for travel by a DT Services Services technician to that site. Additional costs include the DT Services Services technician's rate of pay during travel time to and from site, IRS mileage rate per mile to and from the site, and hotel and per diem. Hotel and per diem will be charged for travel distances of 150 miles and further outside the Dell Metro Area.

## 5 CHANGE MANAGEMENT PROCESS

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To ensure the success of this engagement, it is critical that Customer and DT Services Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the **“Change Management Process”**) for managing changes to the SOW. Customer or DT Services Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – DT Services Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as “Approved” and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as “Rejected” and DT Services Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer’s non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services Services.

## 6 OTHER PROVISIONS

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The Services, including any Deliverables, are subject to the following:

1. DT Services Services may use affiliates and subcontractors to perform the Services.
2. DT Services Services may perform all or part of the Services off-site at a DT Services Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services Services is located. From time to time, DT Services Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services Services may approach Customer to serve as reference regarding DT Services Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services Services' customers and potential customers.
  - Customers are invited to join the program at the conclusion of their project for a period of one year.
  - DT Services Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
  - We limit usage of Customer reference to no more than once per month.
  - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. DT Services Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not DT Services Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services Services. DT Services Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and

- recommendations will be the responsibility of, and made by, Customer. DT Services Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, DT Services Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, DT Services Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
  9. DT Services Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
  10. To the extent DT Services Services' liability is not anyway excluded under the Agreement, DT Services Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
  11. DT Services Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
  12. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
  13. No DT Services product is or can be licensed or purchased under this document. Any purchase or licensing of DT Services products is governed by the terms of a separate license or purchase agreement between the parties. DT Services Services' fees set forth herein do not include the cost of the purchase or licensing of any DT Services product.
  14. In the event the Customer has not engaged DT Services Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services Service's completion of the last Service-related Deliverable, without further engagement from Customer, DT Services Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
  15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal DT Services product Customer education.
  16. A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.


## 7 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

**Fort Bend County**

**Dell Marketing, L.P.**

Signature:   
County Judge KP George  
Printed Name: KP George  
Title: County Judge  
Date: 1-26-2021

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services Services receives a purchase order (“PO”) from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

## Appendix A: Change Request Form

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The Change Request Form may be found at: [www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)

# Appendix B: Supported Sites

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The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Sites	City	State	Zip	Qty of Locations
500 Liberty Street	Richmond	TX	77469	1

## Appendix C: Major Metropolitan Areas

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 5.

City	State	City	State	City	State
<b>Birmingham</b>	AL	Kansas City	KA	Rochester	NY
<b>Montgomery</b>	AL	Wichita	KS	Syracuse	NY
<b>Fayetteville</b>	AR	Erlanger	KY	Brecksville	OH
<b>Little Rock</b>	AR	Louisville	KY	Cincinnati	OH
<b>Phoenix</b>	AZ	Lake Charles	LA	Cleveland	OH
<b>Tempe</b>	AZ	Metairie	LA	Columbus	OH
<b>Tucson</b>	AZ	New Orleans	LA	Oklahoma City	OK
<b>Bakersfield</b>	CA	Shreveport	LA	Tulsa	OK
<b>Fresno</b>	CA	Sulphur	LA	Eugene	OR
<b>Grover Beach</b>	CA	Boston	MA	Portland	OR
<b>Los Angeles</b>	CA	Malden	MA	Camp Hill	PA
<b>Sacramento</b>	CA	Westboro	MA	Coraopolis	PA
<b>San Diego</b>	CA	Portland	ME	Harrisburg	PA
<b>San Francisco</b>	CA	Detroit	MI	Philadelphia	PA
<b>San Jose</b>	CA	Grand Rapids	MI	Pittsburgh	PA
<b>San Luis Obispo</b>	CA	Livonia	MI	Sharon Hill	PA
<b>W Sacramento</b>	CA	Arden Hills	MN	Charleston	SC
<b>Denver</b>	CO	Duluth	MN	Columbia	SC
<b>Hartford</b>	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
<b>Shelton</b>	CT	Columbia	MO	Knoxville	TN
<b>Washington</b>	DC	Fenton	MO	Memphis	TN
<b>Ft. Lauderdale</b>	FL	Jefferson City	MO	Nashville	TN
<b>Jacksonville</b>	FL	Kansas City	MO	Austin	TX
<b>Miami</b>	FL	St. Louis	MO	Corpus Christi	TX
<b>Orlando</b>	FL	Jackson	MS	Dallas	TX
<b>Pensacola</b>	FL	Pearl	MS	El Paso	TX
<b>Tallahassee</b>	FL	Billings	MT	Houston	TX
<b>Tampa</b>	FL	Charlotte	NC	Lubbock	TX
<b>Atlanta</b>	GA	Durham	NC	San Antonio	TX
<b>Forest Park</b>	GA	Raleigh	NC	Salt Lake City	UT
<b>Cedar Rapids</b>	IA	Wilmington	NC	Herndon	VA
<b>Des Moines</b>	IA	Bismarck	ND	Richmond	VA
<b>Boise</b>	ID	Omaha	NE	Roanoke	VA
<b>Chicago</b>	IL	Newark	NJ	Williston	VT
<b>Elk Grove Village</b>	IL	Albuquerque	NM	Seattle	WA
<b>Peoria</b>	IL	Las Vegas	NV	Spokane	WA
<b>Evansville</b>	IN	Reno	NV	Tukwila	WA
<b>Ft. Wayne</b>	IN	Albany	NY	Madison	WI
<b>Indianapolis</b>	IN	New York	NY	Charleston	WV
				Nitro	WV



Statement of Work for  
Fort Bend County

Staff Augmentation

20429396

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# 1 INTRODUCTION

<b>"DT Services Services"</b>	DT Services Services
<b>"DT Services Services Address"</b>	One Dell Way, Round Rock, Texas 78634
<b>"Customer"</b>	Fort Bend County
<b>"Customer Address"</b>	500 Liberty St. Richmond, Texas 77469
<b>"SOW"</b>	This Statement of Work.
<b>"Services"</b>	The services as described in this SOW.
<b>"Agreement"</b>	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions in the Agreement that exists between Dell Marketing L.P.(Dell) and the Texas Department of Information Resources (the "DIR" agreement", DIR-TSO-3763-- Dell Contract Code 75AHH-- effective January 10, 2018), under such contract customer has elected to [participate as an eligible public entity.
<b>"Effective Date"</b>	The date of the last signature below.
<b>"Term"</b>	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services Services completes the provision of Services in accordance with this SOW.

The terms **"DT Services Services"**, **"DT Services Services Address"**, **"Customer"**, **"Customer Address"**, **"SOW"**, **"Services"**, **"Agreement"**, **"Effective Date"**, **"Term"** and **"Deliverables"** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Dell Major Metro Areas

## 2 SUMMARY OF SERVICE

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DT Services Staff Augmentation Services will provide the following qualified personnel to function as supplemental resources in Customer's current I/T organization during the Service Period as defined herein.

## 3 ENGAGEMENT DETAILS

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In connection with this SOW, DT Services Services will perform the Services as specifically described herein.

### 3.1 Scope of Services

DT Services Services will perform the following Services under this SOW:

#### 3.1.1 Staff Augmentation

DT Services Services will supply L4 Tech Lead Resource(s) to Customer to function as a supplemental resource in Customer's current I/T organization, working at the sole direction of the Customer, for the Supported Sites identified in this SOW. Knowledge and Skill are explained and identified in Section 3.7 Personnel Skill and Qualifications

#### 3.1.2 Resource Management

DT Services Services' Resource Management Office will be responsible only for providing the staff personnel as described herein. DT Services Services will assign a single point of contact ("**SPOC**") who will coordinate the staff requests from the Customer inside DT Services Services.

##### 3.1.2.1 DT Services Services Provisioning Responsibilities

DT Services Services' SPOC will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.
- Review the DT Services Services standard invoice format and billing procedure to be used on the project, with the Customer Resource Manager.
- Issue and manage the Change Order Process.
- Receive authorized requests for resource(s) from Customer.

##### 3.1.2.2 Customer Resource Management Responsibilities

Customer Contact will perform the following activities:

- Manage and Supervise resources
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Provide an approved change order to the DT Services Services SPOC.
- Administer the Change Management Process with DT Services Services.
- Authorize tasks that impact resource utilization in a timely manner.
- Review with DT Services Services invoice or billing requirements.

## 3.2 Project Timeline

DT Services Services anticipates the Resource(s) associated with these Services will span an estimated period of twelve (12) contiguous Months (subject to any applicable maximums and/or minimums). Such resource(s) will be available to Customer within the Service Hours as specifically detailed in Section 3.6 herein.

Resource	Total Hours
L4 Tech Lead	13999

## 3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any DT Services Services training or certification services not specifically described in this SOW.
4. Development of Deliverables and/or Materials.
5. Any post-delivery support to the Deliverables produced.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

## 3.4 Assumptions

DT Services Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Unless otherwise specified in writing, and mutually agreed to by DT Services Services and Customer, all contracted resources will be required to be at their designated location, or locations, for the duration of project. If any travel between sites additional charges could occur.
2. Resource will perform the service as a member of Customer's technical staff, directed by Customer. DT Services Services resources will not provide tools or software.
3. DT Services Services will provide the services at Customer's request to the extent that resources are available.
4. There will be no back-up coverage while assigned resources are off for vacation/holidays/other reasons.
5. No Service Level Agreements ("SLA") are defined.
6. No penalties included during the delivery of the services.
7. **Due to the pre-screening process involved when providing staff augmentation, DT Services Services will require a minimum of fifteen (15) business days lead to allocate the appropriate resources that are required.**
8. Customer can request additional resource(s) with similar skillset from the SPOC if needed. Resources with different skillset will need to be request via the Change Order process.

## 3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

1. Promptly notifying DT Services Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services Services with any required consents necessary to perform the Services.
3. Developing or providing documentation, materials and assistance to DT Services Services.
4. Ensuring the DT Services Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet DT Services Services' requirements for the products and Services purchased.
5. Prior to the start of this SOW, indicating to DT Services Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
6. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
7. Although the DT Services Services supplied personnel shall remain DT Services Services employees or contractors, as applicable, Customer shall exclusively supervise, control, and direct the DT Services Services supplied personnel on their performance of services for the Customer during the Service Period.

## 3.6 Service Hours

DT Services Services will perform the Services during normal business hours typically 8:00 am to 5:00 pm through Monday through Friday. Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services Services and Customer.

## 3.7 Personnel Skills and Qualifications

Resources provided by DT Services Services will have the following skills and abilities. The effort will fall under the resource skillset described in below.

1. Security Clearance: NONE

### 2. L4 – Tech Lead

- 4+ years' experience in servicing/deploying computer equipment.
- Able to lead team of technicians and act individually to complete service events.
- Experienced in managing subordinate technicians including escalating and resolving issues as they arise.
- Must have proven customer service background.
- Individual should understand Statements of Works requirements and recognize cost impacts of operational matters.
- Good communication skills.
- Needs to interact with the Customer Site Contact to prepare site for service delivery
- Responsible for resolving technical escalations that arise during service delivery.
- Proven project experience utilizing data and settings migration, imaging, application installation, and technologies.
- Able to comprehend and follow verbal and written technical instructions and scripts. Qualified resources.
- Possess A+ certification or equivalent skill set.
- MCP, MCSE, MCSE, CNE or Network+ certification is a plus.
- Certification in various hardware platforms may optionally be required for servicing hardware issues.

### Scope Overview:

Under the direction of the customer Dell resources will assist the customer in supporting PC related services tasks at a single customer location in Richmond, TX

Customer to provide any/all tools, processes, and/or instructions needed to perform all services.

## 4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Charges shall be as follows:

DT Services will invoice Customer the applicable charges in accordance with this SOW. Charges for Services are based on the rate card detailed below. Customer agrees that this is DT Services' good-faith estimate of the total amount of the Services required and is not a fixed charge. Customer agrees that this does not guarantee the Services will be completed within a specific timeframe or price.

The charges will be invoiced on a monthly basis based upon the actual number of hours expended by DT Services in the prior billing period multiplied by the applicable hourly rates as set forth in the table below.

Resource	Hourly Rate	Estimated Hours	Total
L4 Tech Lead	\$50.90	13,999	\$712,590.00

**Total Estimated Charge: \$712,590.00**

### 4.1 Estimate Revisions

Should DT Services Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

### 4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

### 4.3 Additional Pricing Terms

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services Services after such thirty (30) day period, DT Services Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2. The price for the Services is based on Customer's environment as disclosed to DT Services Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services Services may terminate this SOW with notice to Customer.
3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.

4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services Services vary by +/- five (5%) percent, DT Services Services has the right to adjust the pricing to reflect such changes.
5. All prices are in USD and are exclusive of all applicable taxes.
6. During the delivery of the Services, if Customer requires changes to a scheduled DT Services Services activity, as defined by prior agreement or as documented in the agreed DT Services Services delivery schedule/plan, with less than five (5) business days' notice to DT Services Services in writing, additional charges will apply where DT Services Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse DT Services Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services Services, additional charges may apply.
8. In the event the Term of this SOW extends beyond one (1) year, DT Services Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
9. Schedule delays outside of DT Services Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
10. For Services performed based on hourly rates, estimates by resource are provided for planning purposes only. Estimated hourly allocations may be redistributed from one resource to another within the confines of the estimated total defined in this section without requiring customer pre-approval. Resource(s) assigned to this project are full time and as such are expected to work a minimum of eight (8) hours per day, per assigned individual, unless mutually agreed.
11. DT Services Services will invoice Customer no less than eight (8) billing hours per day, exclusive of scheduled vacation time, sick time, statutory holidays and scheduled partial weeks. A partial week is defined as a mid-week project start/end date.
12. The overtime rate applies to any services performed outside standard business hours, on weekends or holidays. Overtime rate is 150% of the rates in the pricing table above.
13. Pricing does not include DT Services Services taking over any existing resources
14. Any expenses based on Customer access requirements will be billed to the Customer. This includes health screens, TB tests, other background checks, etc.
15. Parking will be billed to the Customer.
16. Engagements longer than 9 months may require a change in resources.
17. **Pricing is based on Services provided at sites within the Dell Metro Area only** (see: Appendix C). If Services are provided at any site outside the Dell Metro Area, Customer will have to pay for travel by a DT Services Services technician to that site. Additional costs include the DT Services Services technician's rate of pay during travel time to and from site, IRS mileage rate per mile to and from the site, and hotel and per diem. Hotel and per diem will be charged for travel distances of 150 miles and further outside the Dell Metro Area.

## 5 CHANGE MANAGEMENT PROCESS

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To ensure the success of this engagement, it is critical that Customer and DT Services Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the **“Change Management Process”**) for managing changes to the SOW. Customer or DT Services Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – DT Services Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as “Approved” and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as “Rejected” and DT Services Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer’s non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services Services.

## 6 OTHER PROVISIONS

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The Services, including any Deliverables, are subject to the following:

1. DT Services Services may use affiliates and subcontractors to perform the Services.
2. DT Services Services may perform all or part of the Services off-site at a DT Services Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services Services is located. From time to time, DT Services Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services Services may approach Customer to serve as reference regarding DT Services Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services Services' customers and potential customers.
  - Customers are invited to join the program at the conclusion of their project for a period of one year.
  - DT Services Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
  - We limit usage of Customer reference to no more than once per month.
  - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
5. DT Services Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not DT Services Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services Services. DT Services Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and

- recommendations will be the responsibility of, and made by, Customer. DT Services Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, DT Services Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, DT Services Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
  9. DT Services Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
  10. To the extent DT Services Services' liability is not anyway excluded under the Agreement, DT Services Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
  11. DT Services Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
  12. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
  13. No DT Services product is or can be licensed or purchased under this document. Any purchase or licensing of DT Services products is governed by the terms of a separate license or purchase agreement between the parties. DT Services Services' fees set forth herein do not include the cost of the purchase or licensing of any DT Services product.
  14. In the event the Customer has not engaged DT Services Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services Service's completion of the last Service-related Deliverable, without further engagement from Customer, DT Services Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
  15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal DT Services product Customer education.
  16. A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.


## 7 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

**Fort Bend County**

**Dell Marketing, L.P.**

Signature:   
County Judge KP George  
Printed Name: KP George  
Title: County Judge  
Date: 1-26-2021

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services Services receives a purchase order (“PO”) from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

## Appendix A: Change Request Form

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The Change Request Form may be found at: [www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)

# Appendix B: Supported Sites

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The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Sites	City	State	Zip	Qty of Locations
500 Liberty Street	Richmond	TX	77469	1

## Appendix C: Major Metropolitan Areas

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 5.

City	State	City	State	City	State
<b>Birmingham</b>	AL	Kansas City	KA	Rochester	NY
<b>Montgomery</b>	AL	Wichita	KS	Syracuse	NY
<b>Fayetteville</b>	AR	Erlanger	KY	Brecksville	OH
<b>Little Rock</b>	AR	Louisville	KY	Cincinnati	OH
<b>Phoenix</b>	AZ	Lake Charles	LA	Cleveland	OH
<b>Tempe</b>	AZ	Metairie	LA	Columbus	OH
<b>Tucson</b>	AZ	New Orleans	LA	Oklahoma City	OK
<b>Bakersfield</b>	CA	Shreveport	LA	Tulsa	OK
<b>Fresno</b>	CA	Sulphur	LA	Eugene	OR
<b>Grover Beach</b>	CA	Boston	MA	Portland	OR
<b>Los Angeles</b>	CA	Malden	MA	Camp Hill	PA
<b>Sacramento</b>	CA	Westboro	MA	Coraopolis	PA
<b>San Diego</b>	CA	Portland	ME	Harrisburg	PA
<b>San Francisco</b>	CA	Detroit	MI	Philadelphia	PA
<b>San Jose</b>	CA	Grand Rapids	MI	Pittsburgh	PA
<b>San Luis Obispo</b>	CA	Livonia	MI	Sharon Hill	PA
<b>W Sacramento</b>	CA	Arden Hills	MN	Charleston	SC
<b>Denver</b>	CO	Duluth	MN	Columbia	SC
<b>Hartford</b>	CT	Minneapolis/St. Paul	MN	No. Charleston	SC
<b>Shelton</b>	CT	Columbia	MO	Knoxville	TN
<b>Washington</b>	DC	Fenton	MO	Memphis	TN
<b>Ft. Lauderdale</b>	FL	Jefferson City	MO	Nashville	TN
<b>Jacksonville</b>	FL	Kansas City	MO	Austin	TX
<b>Miami</b>	FL	St. Louis	MO	Corpus Christi	TX
<b>Orlando</b>	FL	Jackson	MS	Dallas	TX
<b>Pensacola</b>	FL	Pearl	MS	El Paso	TX
<b>Tallahassee</b>	FL	Billings	MT	Houston	TX
<b>Tampa</b>	FL	Charlotte	NC	Lubbock	TX
<b>Atlanta</b>	GA	Durham	NC	San Antonio	TX
<b>Forest Park</b>	GA	Raleigh	NC	Salt Lake City	UT
<b>Cedar Rapids</b>	IA	Wilmington	NC	Herndon	VA
<b>Des Moines</b>	IA	Bismarck	ND	Richmond	VA
<b>Boise</b>	ID	Omaha	NE	Roanoke	VA
<b>Chicago</b>	IL	Newark	NJ	Williston	VT
<b>Elk Grove Village</b>	IL	Albuquerque	NM	Seattle	WA
<b>Peoria</b>	IL	Las Vegas	NV	Spokane	WA
<b>Evansville</b>	IN	Reno	NV	Tukwila	WA
<b>Ft. Wayne</b>	IN	Albany	NY	Madison	WI
<b>Indianapolis</b>	IN	New York	NY	Charleston	WV
				Nitro	WV

**EXHIBIT B**  
**Business Associates**  
**Agreement**

STATE OF TEXAS

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COUNTY OF FORT BEND

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## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of \_\_\_\_\_ by and between the **COUNTY OF FORT BEND, TEXAS** (“Covered Entity”) and **DELL MARKETING LP** (“Business Associate”) (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### RECITALS

WHEREAS, Business Associate provides **technology** consulting services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
  - A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Fort Bend, Texas by and through the County Risk Management Department.
  - B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Boon Chapman Benefit Administrators, Inc.

C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

D. Catch-all definitions: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of Third Party Claims Administration Services.

III. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

- A. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
- B. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- C. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
- D. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
- E. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
- F. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,

- G. notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- b. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
    - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
    - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
    - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
  2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
  3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
  4. Safeguards.
    1. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this

Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

2. Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the

Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 15 days following the discovery of the breach. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
13. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written

permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the County Risk Management Director via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.

14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
15. If requested by Covered Entity, Business Associate shall notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404. Such notification shall be in accordance with C.F.R. §164.404(c) and as approved and directed by the County Risk Management Director. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
  - c. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
    1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
    2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the date executed by both Parties and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.
3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such

information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or any of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

With a copy to:

Fort Bend County  
Information Technology  
Attn: Director  
500 Liberty Street  
Richmond, TX 77469

If to Business Associate:

Dell Marketing LP  
Attn: \_\_\_\_\_  
One Dell Way  
Round Rock, Texas 78634  
Cedar Park, Texas 78613

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

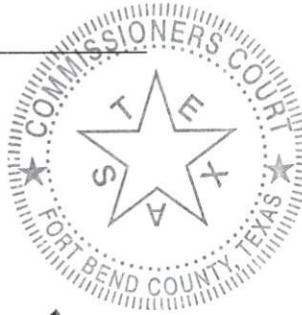
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

**COVERED ENTITY**  
FORT BEND COUNTY

  
County Judge KP George

KP George, County Judge



ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**BUSINESS ASSOCIATE**  
C&T INFORMATION  
TECHNOLOGY CONSULTING, INC.

  
\_\_\_\_\_  
Authorized Agent- Signature

Jennifer Conway  
\_\_\_\_\_  
Authorized Agent- Printed Name  
Director of Operations  
\_\_\_\_\_

Title  
01/25/2021  
\_\_\_\_\_  
Date

# EXHIBIT C

## CARES Clauses