

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A DATA USE AGREEMENT
BETWEEN HARRIS COUNTY AND TEXAS CHILDREN'S HEALTH PLAN, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County a Data Use Agreement between Harris County and Texas Children's Health Plan, Inc., for the purpose of sharing information about individuals suffering from asthma. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
HARRIS COUNTY AND TEXAS CHILDREN'S HEALTH PLAN, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement between Harris County and Texas Children's Health Plan, Inc., for the purpose of providing resources and home assessments for individuals suffering from asthma. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

ORDER OF COMMISSIONERS COURT
Authorizing execution of a Statement of Work

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A STATEMENT OF WORK
BETWEEN HARRIS COUNTY AND TEXAS CHILDREN’S HEALTH PLAN, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County a Statement of Work between Harris County and Texas Children’s Health Plan, Inc., for the purpose of defining Harris County Public Health’s responsibilities for asthma assessments. The Statement of Work is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



Texas Children's

**Master Purchase Agreement
for
Goods and Services**

Between

Texas Children's Health Plan, Inc.

and

**Harris County, a body corporate and politic under the laws of the State of Texas,
by and through, Harris County Public Health**

Agreement No.: 31679

1. Master Purchase Agreement for Goods and Services

This Master Purchase Agreement for Goods and Services ("Agreement") is effective upon signature by all parties ("Effective Date") between Texas Children's Health Plan, Inc. ("Texas Children's") and Harris County, a body corporate and politic under the laws of the State of Texas, by and through, Harris County Public Health ("Contractor") (each individually, a "Party" and collectively the "Parties").

WHEREAS, Texas Children's and its Affiliates own and operate facilities that provide health care services; and

WHEREAS, from time to time, Texas Children's desires to engage Contractor to provide Goods and perform Services on behalf of it and its Affiliates (collectively "Work");

WHEREAS, Contractor has the capability and capacity to provide Work used in the provision of health care services; and

WHEREAS, the Parties desire to set forth the general terms and conditions under which Contractor shall perform all Work described in Statements of Work and/or Purchase Orders.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, together with other good and valuable consideration, the Parties agree as follows:

2. Definitions

"Acceptance" means acceptance of the Work by Texas Children's pursuant to the terms of this Agreement and/or the Acceptance Criteria, as applicable.

"Acceptance Criteria" means the testing procedures agreed upon by the Parties in the Statement of Work for the acceptance of Services and/or Deliverables.

"Affiliate" means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Billing Address" means the address to which all invoices shall be delivered. Unless otherwise specified in a Statement of Work and/or Purchase Order, the Billing Address shall be:

Texas Children's Health Plan
Accounts Payable Department, Suite 4201
Attention: 8400, Care Coordination
P.O. Box 300327
Houston, TX 77230-0327

"Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Parties to this Agreement, shall mean Contractor if Contractor has entered into a Business Associate Agreement with Texas Children's.

"Business Associate Agreement" or "BAA" means a written instrument, substantially in the same form as that in Exhibit A, executed by the Parties.

"Change Order" means a written instrument, substantially in the same form as that in Exhibit C, executed by the Parties stating their mutual agreement to any changes to any Statement of Work and/or Purchase Order issued hereunder.

"Confidential Information" includes, but is not limited to, the following: (a) all "Information", "Personally Identifiable Information" and "Payment Card Information" as those terms are defined herein or by the Information Security Schedule whether attached hereto as Exhibit E or entered into as a separate agreement between the Parties; (b) all Protected Health Information as that term is defined by 45 CFR 160.103, and (c) all non-public, confidential, or proprietary information of Texas Children's, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates disclosed by Texas Children's to Contractor, whether disclosed orally; accessed in written, electronic or other form or media; or obtained by Contractor through exposure to desks, work areas, computers, discussions or other means while at a Texas Children's facility. Confidential Information also includes Texas Children's trade secrets. Such information is Confidential Information whether or not marked, designated, or otherwise identified as "confidential". Confidential information does not include information that (a) is or becomes generally available to the public other than as a result of Contractor's breach of this Agreement; (b) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Contractor establishes by documentary evidence, was in Contractor's possession prior to Texas Children's disclosure hereunder; or (d) was or is independently developed by Contractor without using any Confidential Information.

"Defective Goods" means Goods delivered by Contractor to Texas Children's pursuant to this Agreement that do not conform to the warranties for such Goods provided for in this Agreement.

"Deliverables" means all documents, work product, and other materials that are delivered to Texas Children's hereunder, or prepared by or on behalf of Texas Children's in the course of performing the Services, including but not limited to any items identified as such in a Statement of Work.

"Delivery Date" means the delivery date for Goods ordered hereunder as set forth in a Statement of Work and/or Purchase Order.

"Delivery Point" means the street address specified in the Statement of Work and/or Purchase Order.

"Excess Goods" means Goods delivered in a Quantity greater than the Quantity ordered.

"Goods" means the goods set forth in a Statement of Work and/or Purchase Order.

"Information" means any data or information (whether in electronic or non-electronic form) in the care, custody, or control of Contractor or a third party on Contractor's behalf that is: (a) provided to Contractor by Texas Children's, its Affiliates, by a third party on behalf of Texas Children's, and/or by Texas Children's patients or employees; or (b) created, stored, processed, or transmitted as a result of Contractor's performance of Work under this Agreement, including without limitation, Personally Identifiable Information, Texas Children's confidential or proprietary information, Metadata, and Texas Children's intellectual property and trade secrets.

"Metadata" means data about data, or a set of data that describes and gives information about other data, and all of the contextual, processing, and use information needed to identify and certify the scope, authenticity, and integrity of active or archival electronic information or records, such as a file's name, a file's location (e.g., directory structure or pathname), file format or file type, file size, file dates (e.g., creation date, date of last data modification, date of last data access, and date of last metadata modification), and file permissions (e.g., who can read the data, who can write to a file, and who can run a program).

"Milestone" means the date, included in the Statement of Work and/or Purchase Order, by which certain tasks or Deliverables must be complete.

"Nonconforming Goods" means Goods delivered to Texas Children's that do not conform to the make/model number/ UPC/SKU/other product identifier listed in the applicable Statement of Work and/or Purchase Order.

"Permitted Subcontractor" means any Person or entity approved in writing by Texas Children's to perform Work on behalf of Contractor including, but not limited to, all third parties and Affiliates of Contractor.

"Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, governmental authority, or any other entity.

"Personally Identifiable Information" or **"PII"** means any information from which an individual may be identified that is (a) provided to Contractor by Texas Children's, (b) provided by a third party on behalf of Texas Children's, (c) provided by Texas Children's patients or employees, or (d) controlled, possessed, stored, transmitted, or processed by Contractor for or on behalf of Texas Children's, including without limitation an individual's name, address, location, telephone number, internet protocol address, social security number, password, PIN, account relationships, account numbers, account balances, account histories, and "personal information", "nonpublic personal information", "Protected Health Information", (and other similar information, however described) as defined in any state or federal privacy law or regulation.

"Protected Health Information" or **"PHI"** means all information defined as PHI in 45 CFR 160.103.

"Price" means the financial cost, to Texas Children's, of all Work provided hereunder.

"Purchase Order" means a document detailing the commercial terms of the individual transaction to be performed under the terms of this Agreement including, but not limited to, the type, Quantity, Delivery Date, Delivery Point, and unit Price for all Work together with the Billing Address (if different than the billing address listed in this Agreement).

"Quantity" means the numerical volume of Goods to be delivered to Texas Children's.

"Services" means the required performance detailed in any approved Statement of Work and/or Purchase Order.

"Specifications" means the specifications for the Work listed in a Statement of Work and/or Purchase Order.

"Statement of Work" means a document substantially in the same form as that in Exhibit B and signed by the Parties, which details the Work to be performed together with any work product and/or Deliverables to be provided. Each such Statement of Work is expressly incorporated into and made a part of this Agreement upon its execution by both Parties.

3. Exhibits.

3.1. The following exhibits are attached hereto and incorporated herein by reference:

- 3.1.1.Exhibit A: Not Used
- 3.1.2.Exhibit B: Sample Template Statement of Work
- 3.1.3.Exhibit C: Sample Template Change Order
- 3.1.4.Exhibit D: IP Disclosures
- 3.1.5.Exhibit E: Not Used
- 3.1.6.Exhibit F: Not Used

4. Agreement to Purchase and Sell Goods and Services

4.1. Applicability. This Agreement contains the only governing terms for purchases of Work by Texas Children's from Contractor. When Texas Children's wishes to purchase Work from Contractor, it

will do so under a Purchase Order and/or a Statement of Work which describes the Work to be provided. This Agreement shall apply to all such Statements of Work and/or Purchase Orders.

- 4.2. Entire Agreement.** This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral for the provision of Goods and/or Services by Contractor. Contractor's Acceptance is expressly limited to the terms and conditions of this Agreement, and this Agreement shall prevail over any terms and conditions contained in any other documentation purporting to be applicable to Contractor's provision of Goods and/or Services, and expressly excludes any of Contractor's general terms and conditions and any other document issued by Contractor in connection with this Agreement.
- 4.3. Minimum Purchases.** Execution of this Agreement, together with a Statement of Work and/or Purchase Order (collectively the "Agreement") does not obligate Texas Children's to award any minimum Quantity of Work or payment to Contractor. This Agreement is non-exclusive, and Texas Children's may purchase from or use other contractors for similar Work.
- 4.4. Order of Precedence.** In the event of a conflict between the terms of this Agreement and any Purchase Order, Statement of Work and/or Change Order, the following order of precedence shall apply: i) Change Order; ii) Statement of Work; iii) Purchase Order; and iv) this Agreement; provided, however, that the following Articles and/or Sections of this Agreement shall control even in the event of a conflict with a Change Order, Statement of Work, Purchase Order and/or any other documentation and can only be amended in a written amendment to this Agreement signed by both Parties that makes specific reference to the Section to be amended: 4.2, 7.8, 7.12, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20.
- 4.5. Texas Children's Affiliates.** A Texas Children's Affiliate may purchase Work from Contractor under this Agreement provided that the Affiliate and Contractor execute a separate Statement of Work which is signed by an authorized representative of the Texas Children's Affiliate and Contractor and/or a Purchase Order that is issued by such Texas Children's Affiliate and accepted by Contractor. The Texas Children's Affiliate shall have all of the rights and remedies available to Texas Children's under this Agreement as to any such Texas Children's Affiliate Statement of Work and/or Purchase Order. Each such Statement of Work and/or Purchase Order shall be deemed a separate contract as between Contractor and the Texas Children's Affiliate identified in that particular Statement of Work and/or Purchase Order. Neither Contractor, Texas Children's, nor any Texas Children's Affiliate, other than the contracting parties of such particular Statement of Work and/or Purchase Order shall be bound by and/or responsible or liable for any obligations and/or duties resulting from any such Statement of Work and/or Purchase Order.
- 4.6. Limit of Appropriations.** Prior to execution of the Agreement, Contractor has advised Texas Children's, and Texas Children's clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that Contractor has certified no funds under this Agreement, and Texas Children's shall have no cause of action whatsoever for money against Contractor arising out of or in relation to this Agreement.

5. Delivery of Goods

- 5.1. Delivery of Goods.** Contractor shall deliver the Goods according to the Specifications, in the Quantities, on the Delivery Date, and to the Delivery Point. Unless otherwise specified in the Statement of Work and/or Purchase Order, delivery of all Goods shall be FOB Delivery Point. Contractor shall deliver all Goods during normal business hours or as otherwise instructed by Texas Children's. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to the Statement of Work and/or Purchase Order. Texas Children's may reject partial shipments of Goods.

5.2. Packaging. Contractor shall pack all goods for shipment according to Texas Children's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition. Contractor must provide prior written notice if it requires Texas Children's to return any packaging material. Texas Children's shall return any such packaging material at Contractor's risk and expense.

5.3. Excess Goods. Texas Children's may reject all or any Excess Goods. Any rejected Excess Goods shall be returned to Contractor at Contractor's sole risk and expense. If Texas Children's does not reject the Excess Goods and instead accepts the delivery of Excess Goods, the Price for the Goods shall be adjusted on a pro-rata basis.

6. Acceptance of Goods

6.1. Inspection. Texas Children's has the right to inspect the Goods on or after the Delivery Date. Texas Children's, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods, if it determines the Goods are Nonconforming Goods, Excess Goods, a partial shipment of Goods, or Defective Goods. If Texas Children's rejects any portion of the Goods, Texas Children's has the right, effective upon written notice to Contractor, to: (a) rescind this Agreement in its entirety; (b) rescind the governing Statement of Work and/or Purchase Order; (c) accept the Goods at a reasonably reduced price; or (d) reject the Goods and require replacement of the rejected Goods. If Texas Children's requires replacement of the Goods, Contractor shall, at its expense, within 10 days, replace the Nonconforming or Defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the Nonconforming or Defective Goods and the delivery of replacement Goods.

6.2. Cover. If Contractor fails timely to deliver replacement Goods, Texas Children's may replace them with goods from a third party and charge Contractor all costs associated with replacement. Further, Texas Children's may terminate this Agreement and/or the applicable Statement of Work and/or Purchase Order.

6.3. Additional Rights. Any inspection or other action by Texas Children's under this Section shall not reduce or otherwise affect Contractor's obligations under the Agreement, and Texas Children's shall have the right to conduct further inspections after Contractor has carried out its remedial actions.

7. Delivery of Services

7.1. Services. Contractor shall provide the Services set out in one or more Statements of Work and/or Purchase Orders. All Statements of Work shall be in substantially the same form as the Sample Statement of Work attached to this Agreement as Exhibit B. Statements of Work and/or Purchase Orders shall be effective only when signed by an authorized representative of Texas Children's and Contractor.

7.2. Contractor's Covenants. Contractor shall provide the Services (a) in accordance with this Agreement and subject to the terms and conditions set forth in the respective Statement of Work and/or Purchase Order, including but not limited to any Specifications therein; (b) exclusively within the United States; and (c) to Texas Children's satisfaction.

7.3. Subcontractors. Contractor may only use Permitted Subcontractors to provide Services under this Agreement. Texas Children's approval of such Permitted Subcontractors shall not relieve Contractor of its obligations under this Agreement, and Contractor shall remain fully responsible and liable for the performance of each such Permitted Subcontractor and its employees, agents, and contractors and for their acts, errors, omissions, and compliance with this Agreement as if they were Contractor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Texas Children's and any Permitted Subcontractor.

7.3.1. Permitted Subcontractor Requirements. Contractor shall require each Permitted Subcontractor:

- 7.3.1.1. to be bound, in writing, by confidentiality obligations at least as strict as those in this Agreement,
- 7.3.1.2. to be bound, in writing, by the intellectual property assignment and/or license provisions of this Agreement,
- 7.3.1.3. upon Texas Children's request, to enter into a non-disclosure agreement in a form that is reasonably satisfactory to Texas Children's.
- 7.3.1.4. to comply with all requirements of this Agreement including but not limited to the offshoring restrictions contained herein and within the BAA entered into between Texas Children's and Contractor, as applicable.

7.4. Subcontractor Disputes. If Contractor's subcontractor, sub-subcontractor, material supplier or equipment supplier disputes the terms or conditions of this Agreement, a Statement of Work and/or a Purchase Order and/or a Change Order or any Work to be performed in accordance therewith (any such dispute, a "Subcontractor Claim"), Contractor is solely responsible for resolving the Subcontractor Claim. Further, Contractor shall indemnify, defend, and hold harmless Texas Children's and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, "Texas Children's Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, arising out of or relating to any Subcontractor Claim.

7.5. Provider Representatives. Contractor shall appoint the following representatives after obtaining Texas Children's written consent, which shall not be unreasonably withheld: (a) a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Contractor Contract Manager"); (b) a sufficient number of employees to perform the Services set out in each Statement of Work and/or Purchase Order, each of whose names, positions, billing rates (if applicable), and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work and/or Purchase Order (collectively with Contractor Contract Manager, the "Provider Representatives").

7.6. Changes to Provider Representatives. Contractor shall not make changes to Provider Representatives without the prior, written consent of Texas Children's, which shall not be unreasonably withheld. However, Contractor shall immediately replace Provider Representatives at Texas Children's request. Contractor shall require that all Provider Representatives:

- 7.6.1. be eligible for employment in the United States;
- 7.6.2. be duly qualified, as required by this Agreement;
- 7.6.3. be legally authorized and/or licensed, certified or accredited (if applicable) to provide the Services; and
- 7.6.4. comply with all applicable laws and regulations when providing Services.

7.7. Duty to Notify. Contractor shall promptly notify Texas Children's of any lapse, suspension, termination or revocation of any applicable license, certification, or accreditation of Contractor, a Provider Representative, a Permitted Subcontractor, or any other Person performing Work under this Agreement.

7.8. Texas Children's Rules and Policies. Contractor and all Provider Representatives covenant, represent, and warrant that they will comply with all rules, regulations, policies, and procedures of Texas Children's, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures.

- 7.9. Onsite Work.** If performing Work at or in any Texas Children's facility, Contractor and Provider Representatives—or anyone performing Services on behalf of Contractor hereunder—covenant, represent, and warrant that they will comply with the following obligations:
- 7.9.1. attend orientation or training as required by Texas Children's;
 - 7.9.2. if required by Texas Children's, wear an authorized identification badge while at any Texas Children's facility to perform Services or for any other business purpose;
 - 7.9.3. have proof of two negative TB skin tests or one Quantiferon/T-Spot within the last 12 months, if a previously positive TB Skin Test, submit a report of a negative chest x-ray in the previous 6 months;
 - 7.9.4. have two (2) documented doses of Varicella (chickenpox) vaccine or laboratory evidence of immunity. Written physician documentation of disease history is acceptable;
 - 7.9.5. have two (2) documented doses of MMR (measles, mumps and rubella) vaccine; or laboratory evidence of immunity. Applies only to those born after December 31, 1956.
 - 7.9.6. have documentation of at least one (1) dose of tetanus-diphtheria-pertussis (Tdap), then a Td booster every 10 years;
 - 7.9.7. Hepatitis B vaccine (required for those with patient contact or possible patient contact): documented completion of either the two or three vaccine series with laboratory evidence of immunity. In some cases, individuals may provide proof of two completed series of Hepatitis B (4-6 vaccine injections) with either a positive or negative immunity result;
- 7.10. By signing this Agreement, Contractor certifies that anyone performing Services hereunder is compliant with these requirements as of the Effective Date. Background Checks.** Prior to initiating Work, Contractor shall complete a background check on all Provider Representatives, Permitted Subcontractors, and any personnel performing Work under this Agreement, including personnel provided by Permitted Subcontractors. The background check shall screen for criminal activity during the 7 years immediately preceding the Effective Date of the Statement of Work and/or Purchase Order under which such Provider Representatives will perform Work. Upon learning that any Provider Representative, Permitted Subcontractor, or individual performing Work under this Agreement has been convicted of, found guilty of, or accepted deferred adjudication or a similar agreement with the court for any felony or misdemeanor involving minor children, violent activity, weapons, theft, burglary, fraud, dishonesty, drugs, or sexual activity, Contractor shall notify Texas Children's and immediately terminate all work on behalf of Texas Children's by such Provider Representative, Permitted Subcontractor, or individual.
- 7.11. Equipment.** Contractor shall ensure that all of its equipment used in the performance of Work is in good working order and suitable for the purposes for which it is used and conforming to all relevant legal standards as well as Texas Children's standards. Further, Contractor shall keep and maintain Texas Children's equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Texas Children's written instructions or authorization.
- 7.12. Offshore Restrictions.** Contractor covenants, represents, and warrants that all work provided hereunder shall be performed exclusively within the United States. Such work includes, but is not limited to clinical services, administrative services, maintenance, storage, and/or review of Confidential Information, technology-related maintenance services, software customization, implementation and/or deployment of technology products, including software, software support or remote access, hardware warranty and repair services, and training services.

8. Acceptance of Services

8.1. Acceptance Testing. The Acceptance Criteria shall be set forth in a Statement of Work. If the Statement of Work does not set forth Acceptance Criteria for the Services, then Services shall be deemed accepted 30 days after completion of all Work and delivery of all Deliverables to Texas Children's unless Texas Children's provides notice to Contractor in writing that Services do not comply with the Acceptance Criteria, Specifications, or other requirements detailed in the Statement of Work. In such event, Contractor shall then have 30 days to cure all defects in the Work and/or Deliverables. Upon cure, Texas Children's shall have another opportunity to inspect and Accept pursuant to this Agreement.

9. Change Orders

9.1. Change Order Requests. Texas Children's may request changes to any Work by submitting a request to Contractor in writing. Contractor shall not proceed with any change to Work unless documented in a Change Order form, substantially the same form as the Sample Change Order in Exhibit C, executed by both Parties. The Change Order must include:

9.1.1. an explanation of the change;

9.1.2. the increase or decrease, if any, in the Price resulting from such change;

9.1.3. the effect, if any, on the requirements in the Statement of Work and/or Purchase Order including any Specifications, Deliverables or Milestones; and

9.1.4. any other reasonably necessary information.

9.2. Change Order Negotiation. Promptly after Contractor receives the notice of change to the Work, the Parties shall meet and negotiate in good faith the mutually acceptable Change Order. If the Parties are unable to agree on a Change Order five (5) days after Contractor receives notice from Texas Children's, the Parties shall resolve the dispute as stated the Dispute Resolution clause of this Agreement. Notwithstanding the foregoing and pending resolution of any dispute, Contractor shall continue to perform its obligations then-existing under the Statement of Work and/or Purchase Order and this Agreement.

9.3. Change Order Required. Notwithstanding anything to the contrary in this Agreement, no changes to Work and/or Prices shall be binding on the Parties unless expressly stated in a Change Order executed by both Parties.

9.4. Limited Application of Change Order. For the sake of clarity, no Change Order will be issued to:

9.4.1. remediate deficient Work performed under this Agreement; or

9.4.2. correct mutually agreed-on errors or omissions in this Agreement or a Statement of Work and/or a Purchase Order.

9.5. Unauthorized Work. If Contractor or its subcontractor or sub-subcontractor performs work that is not expressly included in a Statement of Work and/or Change Order, or is contrary to this Agreement, including any related Change Order, then such work is performed at Contractor's sole risk, cost, and expense.

10. Representations and Warranties for Goods and Services

10.1. Goods. With respect to Goods, Contractor represents and warrants to Texas Children's that, for a period of 18 months (unless another period of time is provided in a signed document between the Parties) from the date of Acceptance of the Goods (the "Warranty Period"):

10.1.1. the Goods shall be fit and safe for their intended purpose and operate as intended;

- 10.1.2. the Goods shall be merchantable;
 - 10.1.3. the Goods will materially conform to the Specifications, and will be free from significant defects in material and workmanship;
 - 10.1.4. the Goods will be free of defects in design (except for written designs provided by Texas Children's, unless the defects in Texas Children's designs are based on Contractor's specifications);
 - 10.1.5. the Goods do not infringe any third-party intellectual property rights;
 - 10.1.6. that no claim, lien, or action exists or is threatened in connection with the Goods;
 - 10.1.7. that Texas Children's will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind;
 - 10.1.8. the Goods are new and do not contain used or reconditioned parts;
 - 10.1.9. all Goods and all parts of Goods, including, but not limited to parts that may be identified as replacement units or spare parts, shall not experience data integrity failures, undetected data loss, or related issues, and shall conform with any other related requirements specified in this Agreement;
 - 10.1.10. to the extent the Work includes software, the Work contains no harmful or malicious code, or malware;
 - 10.1.11. to the extent the Work includes software, that Contractor (a) has disclosed to Texas Children's, in writing, the existence of any third-party code, including open source code, that is included in or is provided in connection with the Work and (b) that Contractor and the Work are in compliance with all licensing agreements applicable to such third-party code; and that Contractor has the full right and authority to grant Texas Children's the necessary licenses to effect the terms of this Agreement and any Statement of Work and/or Purchase Order hereunder.
 - 10.1.12. to the extent the Work includes software, that all authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law) in the software, to the extent permitted by law.
- 10.2. Services.** With respect to Services, Contractor covenants, represents, and warrants to Texas Children's that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with the highest professional standards in Contractor's industry for similar services. Contractor further covenants, represents, and warrants that it shall devote adequate resources to meet its obligations under this Agreement.
- 10.3. Debarment.** Contractor covenants, represents, and warrants that neither it nor its employees, agents, officers, directors, contractors, or subcontractors have ever been debarred, suspended, declared ineligible, or voluntarily excluded from a federal or state health care program, including, but not limited to, Medicare, Medicaid, and Tricare programs, and further agrees, represents and warrants that it will not knowingly perform any act that will cause it to be excluded during the term of this Agreement. Contractor agrees to notify Texas Children's immediately if it or any of its employees, agents, officers, directors, contractors, or subcontractors become debarred, excluded, suspended, ineligible, or voluntarily excluded from these programs during the term of this Agreement. Contractor further covenants, represents, and warrants that it shall conduct initial and ongoing monthly screenings of all of its employees, agents, officers, directors, contractors and subcontractors to ensure that these individuals and entities have not been excluded from participating in any federal or state health program as prohibited by federal or state law.

10.4. Cumulative Warranties. The warranties set forth in this Agreement are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Texas Children's discovery of Contractor's noncompliance with the foregoing warranties.

10.5. Survival. These warranties survive any delivery, inspection, Acceptance, or payment of or for the Work by Texas Children's.

11. General Representations and Warranties

11.1. Representations and Warranties. Contractor further represents and warrants to Texas Children's that:

- 11.1.1. it is a body corporate and politic under the laws of the State of Texas duly organized, validly existing, and in good standing under the laws of its state of formation;
- 11.1.2. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- 11.1.3. it has the full right, power, and authority to enter into this Agreement, to grant Texas Children's the rights and licenses set forth herein, and to perform its obligations hereunder;
- 11.1.4. the individual(s) signing this Agreement have been duly authorized to bind Contractor as articulated in this Agreement;
- 11.1.5. the execution, delivery, and performance of this Agreement by Contractor will not violate, conflict with, require consent under, or result in any breach or default under (i) any of Contractor's organizational documents, (ii) any applicable law, or (iii) the provisions of any contract or agreement to which Contractor is a party or to which any of its material assets are bound;
- 11.1.6. this Agreement has been executed and delivered by Contractor and (assuming due authorization and execution by Texas Children's) constitutes the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;
- 11.1.7. it is in compliance with all applicable laws and contracts relating to this Agreement, the Work provided to Texas Children's hereunder, and the operation of its business;
- 11.1.8. it has obtained all licenses, authorizations, approvals, consents, or permits required by applicable authorities (including the rules and regulations of all authorities having jurisdiction over the Work) to conduct its business generally and to perform its obligations under this Agreement;
- 11.1.9. it has all of the requisite resources, skill, experience, and qualifications to perform all of the Services under this Agreement in a professional and workmanlike manner, in accordance with the highest professional standards in Contractor's industry for similar Services; and
- 11.1.10. it has the full right, power, and authority (by ownership, license or otherwise) to use all Intellectual Property embodied in the Goods, used in performing the Services, and embodied in the Deliverables, and to grant Texas Children's the rights and licenses necessary to effect this Agreement.

11.2. Contractor Registration. Contractor covenants, represents, and warrants that, prior to initiating any Work, Contractor shall register with Texas Children's vendor management system. Contractor shall re-register annually, and shall pay all associated registration fees.

11.1. Vendor Management. Upon request, Contractor shall provide Texas Children's with any ongoing metric tracking, updates to certificate(s) of insurance, and will complete any supply chain issued questionnaires during the course of this Agreement at the discretion of Texas Children's.

12. Payment Terms

12.1. Price. The price of the Goods and Services is the price stated in the Statement of Work and/or Purchase Order (the "Price"). If no price is included in the Statement of Work and/or Purchase Order, the Price shall be the price set out in Contractor's published price list in force as of the date of the relevant Statement of Work and/or Purchase Order. Unless otherwise specified, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, and fees. No increase in the Price is effective, whether due to increased material, labor, or transportation costs, or otherwise, without the prior written consent of Texas Children's.

12.2. Time & Material Basis. Where the Work is provided on a time and materials basis:

12.2.1. the fees payable for the Work shall be calculated in accordance with Contractor's fee rates for the Contractor personnel and/or Goods set forth in the applicable Statement of Work and/or Purchase Order; if no fees are provided in the Statement of Work and/or Purchase Order, the fees payable shall be calculated in accordance with Contractor's standard fee rates for the Services or Goods; and

12.2.2. Texas Children's will not reimburse Contractor for business and/or travel expenses unless expressly agreed otherwise in the Statement of Work and/or Purchase Order. Contractor is responsible for all expenses incurred by its employees, subcontractors, or agents in performing Work unless otherwise specifically agreed by the Parties. In the event that Texas Children's does agree to reimburse Contractor for business and/or travel expenses, Service Provider's travel and expense costs must comply with the Texas Children's Business and Travel Expense Policy.

12.2.3. Contractor shall issue invoices to Texas Children's monthly in arrears for its fees for time for the immediately preceding month, together with a detailed breakdown of any expenses incurred during the month in question.

12.3. Fixed Price. Where Work is provided for a fixed price, the total Price for the Work shall be the amount agreed to by the Parties in the Statement of Work and/or Purchase Order. The total Price shall be paid to Contractor in installments, as set out in the Statement of Work and/or Purchase Order. Each installment payment is conditioned upon Acceptance of Deliverables and/or satisfactory completion of a Project Milestone, as agreed to by the Parties in the Statement of Work and/or Purchase Order.

12.4. Most Favored Customer. Contractor covenants, represents, and warrants that the Prices charged Texas Children's under this Agreement are equal to or better than the prices charged by Contractor to other similarly situated buyers. If, at any time during the Term, Contractor charges another buyer a lower price for the same or similar Goods and/or Services, Contractor shall apply that price to all purchases by Texas Children's. The effective date of the price reduction shall be the date Contractor charged the other buyer the lower price.

12.5. Payment Terms. Contractor shall issue an invoice to Texas Children's on or at any time after Acceptance of the Work. Such invoices shall comply with this Agreement. Texas Children's shall pay all properly invoiced amounts due to Contractor within 45 days after Texas Children's receipt of such invoice, except for any amounts disputed by Texas Children's in good faith. Texas Children's shall have no obligation to pay invoices received more than 120 days after Acceptance

of Work. Charges for Work outside the scope of any Statement of Work and/or Purchase Order are invalid, and Texas Children's shall have no payment obligation with respect thereto. Contractor shall receive payment by Texas Children's preferred payment method and will complete any documentation necessary to effectuate such payment.

- 12.6. Set Off.** Without prejudice to any other right or remedy it may have, Texas Children's reserves the right to set off, at any time, any amount owing to it by Contractor, against any amount payable by Texas Children's to Contractor.
- 12.7. Invoice Disputes.** Texas Children's may withhold from Contractor that portion of any payment that is in dispute ("Payment Dispute") until such time as the Payment Dispute is resolved, provided that: (i) Texas Children's has a good faith belief that the amount withheld is not owed; and (ii) Texas Children's promptly provides Contractor written notice of the basis for the Payment Dispute ("Payment Dispute Notice"). The Parties shall first attempt in good faith to resolve any Payment Dispute by negotiation and consultation between themselves. In the event that such Payment Dispute is not resolved on an informal basis within thirty (30) business days after one Party provides the Payment Dispute Notice, then the Payment Dispute will be resolved in accordance with Article 17 of this Agreement.
- 12.8. Tax Exempt Status.** Texas Children's is an organization described in section 501(c)(3) of the Internal Revenue Code and is exempt from payment of sales tax. Contractor shall not apply taxes to or make payments of taxes on behalf of Texas Children's. Upon Contractor's request, Texas Children's will provide Contractor with documentation of its tax-exempt status.

13. Record Retention and Audit

- 13.1. Documentation.** Upon request, Contractor shall immediately provide Texas Children's with documentation of competency assessments for personnel, required background checks, licenses, certifications, accreditations, immunization records, and/or any records Contractor is required to keep under this Agreement generally. Upon request, Contractor shall also immediately provide Texas Children's with Contractor's current accreditation and/or certification status (if applicable).
- 13.2. Work Records.** Contractor shall maintain complete and accurate records relating to the provision of Work under this Agreement, including records of the time spent and materials used by Contractor in providing any Work. Contractor shall keep such records in a form approved by Texas Children's.
- 13.3. Federal and State Law.** In accordance with federal and state law, during the Term of this Agreement, and for a period of five (5) years thereafter, Contractor shall allow the Comptroller General, the Department of Health and Human Services, or the authorized agents of either agency access to this Agreement and to such books, records, and other documents necessary to verify the nature and extent of the costs of such Services. In the event Contractor receives a request for access from the Comptroller General or the Department of Health and Human Services, Contractor shall notify Texas Children's immediately and shall confer with Texas Children's regarding the response. The obligations stated in this provision shall survive for a period of four (4) years after termination of this Agreement, and any Statement of Work and/or Purchase Order issued hereunder. If Contractor performs any of its duties under this Agreement through a subcontract with a third party, such subcontract shall require the subcontractor to comply with this provision.
- 13.4. Texas Children's Audit.** Contractor shall establish and maintain a reasonable accounting system that enables Texas Children's to readily identify Contractor's assets, expenses, costs of goods, and use of funds. Texas Children's and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to

this Agreement kept by or under control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), all paid vouchers including those for out-of-pocket expenses (if allowed by Texas Children's), other reimbursement supported by invoices (if allowed by Texas Children's), ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs and supporting documentation, insurance documents, payroll documents, timesheets, memoranda, and correspondence. Contractor shall, at all times during the term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. Contractor shall at any time requested by Texas Children's, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Texas Children's. Such records shall be made available to Texas Children's during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Texas Children's.

- 13.5. Flowdown Requirements.** Contractor shall ensure Texas Children's is granted these rights with Contractor's agents, assigns, successors, and subcontractors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of Contractor's obligations to Texas Children's.
- 13.6. Cost of Audit.** Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by Texas Children's unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to Texas Children's in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse Texas Children's for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Texas Children's may recoup the costs of the audit work from the Contractor as well as all other remedies available to Contractor under this Agreement or at law or in equity. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of Texas Children's finding to Contractor.

14. Intellectual Property

- 14.1. Ownership.** Contractor assigns to Texas Children's Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of Texas Children's, which relates to, is suggested by, or results from matters set out in any active Statement of Work and/or Purchase Order and depends on either:
- 14.1.1. Contractor's knowledge of Confidential Information (as defined in this Agreement) it obtains from Texas Children's; or
 - 14.1.2. the use of Texas Children's equipment, supplies, facilities, information, or materials.
- 14.2. Disclosure.** Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Texas Children's Legal Department. Contractor shall, upon request of Texas Children's, promptly execute a specific assignment of title to Texas Children's and do anything else reasonably necessary to enable Texas Children's to secure for

itself patent, trade secret, or any other proprietary rights in the United States or other countries as the case may be. It shall be conclusively presumed that any patent applications relating to a Statement of Work and/or Purchase Order, related to trade secrets of Texas Children's, or which relate to tasks assigned to Contractor by Texas Children's, which Contractor may file within 1 year after termination of this Agreement shall belong to Texas Children's, and Contractor hereby assigns same to Texas Children's as having been conceived or reduced to practice during the term of this Agreement.

- 14.3. Works Made for Hire.** All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing Services for Texas Children's, together with any associated copyrights, are works made for hire and the exclusive property of Texas Children's. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to Texas Children's of the ownership of and all rights of copyright in, such items, and Texas Children's shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor shall give Texas Children's or its designees all assistance reasonably required to perfect such rights.
- 14.4. Attorney-In-Fact.** If for any reason, Texas Children's is unable to secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Agreement or to enforce such rights, Contractor hereby designates Texas Children's as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.
- 14.5. Pre-Existing IP.** Contractor owns the discoveries, improvements, inventions, and intellectual property identified by title and number or date on Exhibit D, attached. Such discoveries, improvements, inventions, and intellectual property, made or conceived by Contractor before the Effective Date of this Agreement, are expressly reserved and excepted from the provisions of this Agreement. IF THERE ARE ANY SUCH DISCOVERIES, IMPROVEMENTS, OR INVENTIONS TO BE EXCLUDED, CONTRACTOR SHOULD INITIAL HERE _____.
- 14.6. License.** Contractor grants to Texas Children's and its Affiliates a perpetual, nonexclusive, world-wide, unlimited license to use any software that accompanies the Work or is necessary for Texas Children's to benefit from the Work as anticipated by this Agreement including any third party software. Texas Children's and its Affiliates shall use the software for its internal business purposes only. Texas Children's shall not reverse engineer the software. All rights to the software not granted herein are expressly reserved to Contractor or its licensors.
- 14.7. Marketing and Media.** Contractor will not use Texas Children's or its Affiliates' names, trademarks, copyrights, logos, slogans, or other proprietary interests ("Texas Children's Intellectual Property"), or make any mention of the terms or subject matter of this Agreement without first obtaining Texas Children's written approval. In the event Texas Children's provides such written approval for Contractor to use Texas Children's Intellectual Property, Contractor shall use the Texas Children's Intellectual Property in compliance with the standards, specifications, directions, information and know-how supplied by Texas Children's and solely for the purpose and duration specified by Texas Children's. Contractor agrees to submit to Texas Children's from time to time and to permit Texas Children's or its duly authorized representative the right to inspect Contractor's use of Texas Children's Intellectual Property and the goods or services provided thereunder. When requested, Contractor agrees to send representative samples of its use of Texas Children's Intellectual Property which may permit Texas Children's to determine whether the uses meet the standards, specifications, and directions provided by Texas Children's. Texas Children's shall retain all right, title, and interest in and to Texas

Children's Intellectual Property, including any and all goodwill. Texas Children's may revoke and terminate Contractor's permission to use Texas Children's Intellectual Property at any time by written notice.

15. Indemnification

15.1. Reserved.

16. Limitation of Liability

16.1. NO CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR LIABILITY FOR INDEMNIFICATION, BREACH OF A PARTY'S OBLIGATION WITH RESPECT TO CONFIDENTIAL INFORMATION, DATA LOSSES AND/OR DATA SECURITY BREACHES RESULTING FROM THE ACTIONS OF CONTRACTOR, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AGENTS OR REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO THE EXTENT SUCH DAMAGE IS IN ANY MANNER COVERED BY AND/OR INSURED BY THE INSURANCE POLICIES IDENTIFIED IN ARTICLE 18 OF THIS AGREEMENT. CONTRACTOR AND TEXAS CHILDREN'S AGREE AND EXPRESSLY INTEND THAT THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT IN ANY WAY COVERAGE FOR DAMAGES UNDER THE INSURANCE POLICIES IDENTIFIED IN ARTICLE 18.

16.2. APPLICABILITY. THE FOREGOING WAIVER SHALL NOT APPLY TO DAMAGES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT OF A PARTY TO THIS AGREEMENT.

17. Dispute Resolution

17.1. The Parties agree to meet and confer in good faith to resolve any controversy, dispute or claim arising out of or relating to the interpretation, performance, or breach of this Agreement through informal discussions between the Parties.

18. Insurance

18.1. Insurance. Contractor is a political subdivision of the State of Texas, subject to the Texas Tort Claims Act (Tex. Civil Practice & Remedies Code Chapter 101), under which liability of Contractor for tort claims is limited as provided in the Texas Tort Claims Act. Contractor is self-insured and shall not be required to maintain additional insurance.

19. Term and Termination

19.1. Term. The term of this Agreement commences on the Effective Date and continues for a period of one (1) year unless and until earlier terminated as provided in this Agreement and/or applicable law (the "Initial Term").

19.2. Renewal. At the County's option, and by mutual agreement of both Parties, this Agreement may be renewed on the same terms and conditions for additional one (1) year terms (each a "Renewal Term").

19.3. Termination for Cause. In addition to any remedies that may be provided under this Agreement, Texas Children's may terminate this Agreement with immediate effect and at any time upon written notice to the Contractor, if: (a) Contractor has not performed or complied with this

Agreement in whole or in part, and/or (b) Contractor becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

- 19.4. Termination for Convenience.** At any time, either party may, at their sole option, and upon notice to the other party, terminate this Agreement or cancel any portion of a Statement of Work and/or Purchase Order that constitutes part of this Agreement, without cause, penalty, or liability.
- 19.5. Effect of Termination.** If Texas Children's terminates this Agreement for any reason, Contractor's sole and exclusive remedy is payment for the Work Accepted by Texas Children's prior to the termination. Contractor will promptly refund to Texas Children's a prorated amount of any fees paid to Contractor but not yet earned by Acceptance. Contractor shall immediately return or destroy any Confidential Information.
- 19.6. Duty to Advise.** Contractor shall promptly notify Texas Children's of any of the following events, occurrences, facts, or circumstances reasonably likely to give rise to any of the following potential or actual breaches:
- 19.6.1. any failure by Contractor to perform its obligations under this Agreement;
 - 19.6.2. any delay in delivery of Goods;
 - 19.6.3. any defects or quality problems related to Goods;
 - 19.6.4. any deficiency in supply;
 - 19.6.5. any failure by Contractor, or its Permitted Subcontractors or common carriers, to comply with the law;
 - 19.6.6. any change in Contractor's insurance coverage; or
 - 19.6.7. any change in Contractor's, or its Permitted Subcontractor's licensure or professional certifications.

Upon such notice, Contractor shall have thirty (30) days to mitigate and/or cure such potential or actual breach. If Contractor fails to cure such potential or actual breach within such thirty (30) days of notice, Texas Children's may terminate this Agreement and any counterpart thereto immediately.

- 19.7. Waiver.** No waiver by Texas Children's of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Texas Children's. No failure by Texas Children's to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Confidential Information

- 20.1. Use.** Contractor agrees to use and/or reproduce Confidential Information only to the extent necessary to fulfill its obligations under this Agreement and only in strict compliance with this Agreement and/or any Information Security Schedule and/or any BAA entered into between the Parties, whether separately executed or attached hereto.
- 20.2. Disclosure.** Contractor may disclose Confidential Information (except Personally Identifiable Information, Payment Card Information, and/or PHI) to Contractor's employees and Permitted Subcontractors only to the extent necessary to comply with Contractor obligations under this Agreement, and only if such employees and Permitted Subcontractors are bound by written confidentiality obligations at least as strict as those herein. Contractor shall comply with the obligations in the relevant Information Security Schedule and/or BAA with respect to Personally

Identifiable Information, Payment Card Information, and PHI. The Information Security Schedule and the BAA exclusively govern the treatment of Personally Identifiable Information, Payment Card Information, and PHI.

- 20.3. Court Ordered Disclosure.** In the event that Contractor is legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, Contractor shall give Texas Children's prompt written notice of such requirement, together with a copy of such demand, to enable Texas Children's to seek a protective order or other remedy.
- 20.4. Return of Confidential Information.** At any time during or after the term of this Agreement, at Texas Children's written request, Contractor shall promptly return to Texas Children's all copies, whether in written, electronic, or other form or media, of Texas Children's Confidential Information or destroy all such copies and certify in writing to Texas Children's that such Confidential Information has been destroyed. Notwithstanding the foregoing, Contractor may retain Confidential Information:
- 20.4.1. as may be required to comply with any applicable federal, state or local law, regulation or regulatory authority to which Contractor is subject; or
 - 20.4.2. that is maintained as an archive copy on the Contractor's disaster recovery and/or information technology backup systems. Such copies will be destroyed upon the normal expiration of Contractor's backup files.

Contractor shall continue to be bound by the terms and conditions of this Agreement with respect to any such Confidential Information retained in accordance with this Agreement.

- 20.5 Texas Public Information Act.** The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Texas Children's expressly understands and agrees that the Contractor shall release any and all information necessary to comply with Texas law without the prior written consent of Texas Children's.

It is expressly understood and agreed that the Contractor, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the Contractor, whether or not the same are available to the public. It is further understood that the Contractor, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the Contractor, its officers, and employees shall have no liability or obligations to Texas Children's for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the Contractor in reliance on any advice, decision or opinion of the Attorney General.

In the event the Contractor receives a written request for information pursuant to the Act that affects Texas Children's rights, title to, or interest in any information or data or a part thereof, furnished to the Contractor by Texas Children's under this Agreement, then the Contractor will promptly notify Texas Children's of such request. Texas Children's may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Texas Children's is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Texas Children's is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

21. Miscellaneous

- 21.1. Compliance with Law.** Contractor covenants, represents, and warrants that it and its Permitted Subcontractors shall (a) comply with all applicable laws, regulations and ordinances; and (b) maintain in good standing all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 21.2. Force Majeure.** Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement or accepting performance under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which, by its nature, could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, pandemic, cyber security threats and/or attacks, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Contractor's economic hardship or changes in market conditions are not considered Force Majeure Events. Contractor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under this Agreement as quickly as possible. If a Force Majeure Event prevents Contractor from carrying out its obligations under this Agreement for a continuous period of more than ten (10) business days, Texas Children's may terminate this Agreement immediately by giving written notice to Contractor.
- 21.3. Assignment.** Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section shall be null and void. Either Party shall have the right to terminate this Agreement in its entirety and/or any Statement of Work and/or Purchase Order individually immediately upon unauthorized assignment or delegation. No approved assignment or delegation shall relieve the Contractor of any of its obligations hereunder.
- 21.4. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 21.5. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 21.6. Non-Solicitation.** Contractor understands and acknowledges that Texas Children's has expended and continues to expend significant time and money in recruiting and training its employees and that the loss of employees would cause irreparable harm to Texas Children's. Contractor agrees not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of Texas Children's during the Term of the Agreement and for two (2) years after the Agreement has terminated. The scope of this provision is limited to Contractor's industry.
- 21.7. Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

21.8. Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Houston and County of Harris and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21.9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the following addresses:

For Texas Children's:

Texas Children's Health Plan
Attn: Director Legal Operations, Contracts
1919 S. Braeswood Blvd.
Houston, TX 77030

For Contractor:

Harris County Public Health
Attn: Junelyn Floyd
7457 Harwin Drive, Suite 149
Houston, TX 77036

With a copy to:

Texas Children's Health Plan
Attn: Manager, Vendor Management Office
1919 S. Braeswood Blvd.
Houston, TX 77030

All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving Party or upon attempted delivery in compliance with the requirements of this Section.

21.10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21.11. Survival. Provisions of this Agreement which, by their nature, should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Articles: 10, 11, 13, 14, 15, 16, 17, and 20.

21.12. Amendment and Modification. This Agreement and any Statement of Work and/or Purchase Order may only be amended or modified in a writing stating specifically that it amends this Agreement that is signed by an authorized representative of each Party.

21.13. Time is of the Essence. Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder including, but not limited to, the timely performance of the Work including all performance dates, timetables, Milestones, Deliverables and other requirements in this Agreement or any Statement of Work and/or Purchase Order issued pursuant to this Agreement. In addition to other remedies available at law, equity, or under this Agreement, if Contractor fails to perform Work timely and in accordance with this provision, Texas Children's may immediately reject delivery, refuse payment, and terminate this Agreement and any ongoing Statements of Work and/or Purchase Orders for cause and without any liability or penalty. Texas Children's may seek all available remedies against Contractor.

21.14. Ethical Behavior. Texas Children's is committed to conducting its business ethically and lawfully. Texas Children's expects that Contractor will conduct its business ethically and lawfully. Contractor agrees that it does not nor shall it undertake an interest that conflicts, in

any manner, with the ethical and lawful performance of its obligations under this Agreement. If Contractor knows or becomes aware of a conflict of interest, Contractor shall promptly inform Texas Children's of this information. Texas Children's will evaluate whether the conflict may adversely affect Texas Children's operations, and if Texas Children's determines that a potential adverse effect exists, Texas Children's may terminate this Agreement immediately without any liability or penalty. Potential conflicts of interest include, but are not limited to, an existing business, financial, or personal relationship between Contractor and Texas Children's, its board members, officers, staff, employees, or affiliated personnel.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized officers on the date set forth below.

TEXAS CHILDREN'S HEALTH PLAN, INC.

HARRIS COUNTY

By: DocuSigned by:
Mark W. Mullarkey
71F115B8FFD74B9
Name: Mark W. Mullarkey
Title: Executive Vice President
Date: Sep 14, 2021

By: _____
Name: Lina Hidalgo
Title: County Judge
Date: _____

Approved:

By: Barbie L. Robinson
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 9/27/2021

Approved as to Form:
Christian D. Menefee
County Attorney

DocuSigned by:
By: Sam Kirchoff
Sam Kirchoff
C486287BA8A34D6
Assistant County Attorney
CA File: 21GEN2025

**EXHIBIT B
STATEMENT OF WORK**

SOW Number: _____

This Statement of Work ("SOW"), adopts and incorporates by reference the terms and conditions of the Master Purchase Agreement for Goods and Services ("Agreement"), which was entered into on [DATE], between Texas Children's Health Plan, Inc., a Texas nonprofit corporation ("Texas Children's") and Harris County Public Health, a _____ ("Contractor") as it may be amended from time to time. This SOW is effective beginning on _____ ("SOW Effective Date") and will remain in effect until [DATE] ("SOW Expiration Date"), unless earlier terminated in accordance with the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Agreement, and any applicable PO. This SOW is not a PO. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

1. **Scope of Work.** [PROJECT SUMMARY].
2. [Permitted [Subcontractors/Delegates]. The following subcontractors are permitted under the Agreement: [SUBCONTRACTOR/DELEGATE NAMES].
3. The relevant deliverables associated with this SOW are as follows:

Line Item	Task	Completion Date
1		
2		
3		

4. **Pricing.** All costs listed below are based on the scope and assumptions included in this SOW.

Item	Price	[Cost Structure]

EXHIBIT C
CHANGE ORDER

Agreement Number: _____

SOW Number: _____

Change Order Number: _____

This Change Order amends the SOW indicated above, and is effective as of _____. Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

Mutual Change Order. In accordance with the Agreement, the Parties agree to make the following additions or modifications to, or deductions from, the Work as follows:

Explanation of Change(s):	[EXPLANATION OF CHANGE(S)]
[Attachment(s):	[ATTACHMENT REFERENCE(S)]
Original Price:	[ORIGINAL PRICE]
Price [increase/decrease] under this Change Order:	[PRICE INCREASE/DECREASE]
Price as of this Change Order:	[ADJUSTED PRICE] (the "Adjusted Price")
Completion Date adjustments:	[COMPLETION DATE ADJUSTMENTS]
Acceptance Criteria adjustments:	[ACCEPTANCE CRITERIA ADJUSTMENTS]
Other change-related adjustments:	[OTHER ADJUSTMENTS]

1. Payment in Full: Accord and Satisfaction.

- a) Notwithstanding anything in the Agreement to the contrary, when and to the extent paid by Texas Children's the Adjusted Price constitutes full and final payment of both time and money for completed Work hereunder and for any delay, acceleration, disruption, inconvenience, loss of efficiency, cost or expense arising out of, or incidental to, such Work.

2. Limited Effect.

- b) Except as modified by this and any previously issued Change Order, all other terms and conditions of the Agreement remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

TEXAS CHILDREN'S HEALTH PLAN, INC.

HARRIS COUNTY PUBLIC HEALTH

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT D
INTELLECTUAL PROPERTY DISCLOSURES

None.

EXHIBIT E
NOT USED



Texas Children's

STATEMENT OF WORK

SOW Number: 1

This Statement of Work ("SOW"), adopts and incorporates by reference the terms and conditions of the master agreement ("Master Agreement"), which was entered into upon signature by all parties, between Texas Children's Health Plan, Inc., a Texas nonprofit corporation ("TCHP"), and Harris County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Public Health ("Contractor"), TCHP and Contractor may be collectively referred to as the "Parties", and each, a "Party", as it may be amended from time to time. This SOW is effective beginning upon signature by all parties ("Effective Date") and will remain in effect for a period of one (1) year ("Expiration Date"), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Master Agreement, and any applicable purchase order ("PO"). This SOW is not a PO. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Agreement.

1. Scope of Work. TCHP will refer to Contractor its members residing within Harris County who have been diagnosed with persistent asthma for Contractor to perform an asthma assessment. The assessment will focus on home asthma triggers.
2. The relevant deliverables associated with this SOW are as follows:

Line Item	Task	Completion Date
1	Contractor to conduct telephonic assessments with TCHP members.	
2	Contractor to complete home assessments to address in-home asthma triggers.	
3	Contractor to report to TCHP the results of in-home assessments.	2-3 days after completion of Item 2

4	Contractor to provide education to TCHP members to alleviate in-home asthma triggers.	
5	Contractor to provide TCHP members with remediation items to assist with alleviating in-home asthma triggers.	
6	Contractor to report to TCHP what was provided in Item 5 above.	2-3 days after completion of Item 5
7	Contractor to provide telephonic follow-ups with TCHP members.	3, 6, 9, and 12 months post assessment

3. Reporting.

- a. Contractor to provide reports to TCHPmissioncontrol@texaschildrens.org as required in Section 2 above.
- b. Contractor will provide TCHP with a quality of care survey following the completion of Item 7 in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date first above written.

TEXAS CHILDREN'S HEALTH PLAN, INC.

HARRIS COUNTY

DocuSigned by:
By: Mark W. Mullarkey
71F11598FFD7489

By: _____

Name: Mark W. Mullarkey

Name: Lina Hidalgo

Title: Executive Vice President

Title: County Judge

Date: Sep 14, 2021

Date: _____

Approved as to Form:
Christian D. Menefee
County Attorney

Approved:

DocuSigned by:
By: Sam Kirchhoff
SAMI KIRCHHOFF

By: Barbie L. Robinson
Barbie L. Robinson, MPP, JD, CHC
Executive Director, Harris County Public Health

Assistant County Attorney
CA File: 21GEN2025



Texas Children's

TEXAS CHILDREN'S HEALTH PLAN, INC.

DATA USE AGREEMENT

This Data Use Agreement ("Agreement") is effective upon signature by all parties, by and between Texas Children's Health Plan, Inc. ("TCHP") and Harris County, a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health ("Recipient") (collectively referred to as the "Parties" and each as "Party") for purposes of complying with the federal Standards for Privacy of Individually Identifiable Health Information set forth at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards").

Whereas, the Parties intend the provisions of this Agreement to meet the requirements of the Standards for Privacy of Individually Identifiable Health Information set forth at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards") and to protect the interest of each Party; and

Whereas, TCHP is providing data to Recipient for a specific use, as listed herein;

Now, therefore, the Parties hereto agree as follows:

1. Data.

- 1.1. "Data" under this agreement includes any proprietary information, confidentiality information, patient information (including Limited Data Sets, as defined in the Privacy Standards) and other information which is disclosed to or made available to Recipient hereunder. Data will be used to allow Recipient to perform asthma home visits for TCHP members.

2. Ownership of Data.

- 2.1. The data hereunder is considered proprietary to TCHP. TCHP retains any and all rights to the Data proprietary information, confidential information, and/or Limited Data Set disclosed to Recipient. TCHP shall be free, in its sole discretion, to distribute the data to others and to use it for its own purposes.

3. Permitted Use

- 3.1. The data shall be used by Recipient to provide resources and consultative guidance for Self-Measured Blood Pressure Monitoring (SMBP) for TCHP members and their healthcare providers.

4. Term.

- 4.1. This Agreement is effective for as long as Recipient retains the Data. Recipient may terminate this Agreement by returning and/or destroying the Data and certifying such

return and destruction in written notice to TCHP. At the request of TCHP, Recipient will return all copies of Data upon termination of this Agreement.

5. No Warranty.

5.1. The Data is experimental in nature and is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. TCHP MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT

6. Limits on Liability.

6.1. In no event shall TCHP be liable for any use by Recipient of the Data for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use of the Data hereunder.

7. Hold Harmless.

7.1. To the extent permitted by law, Recipient hereby agrees to hold harmless TCHP, it's Board, officers, agents and employees, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to this Agreement and the use by Recipient of the results obtained from Research.

8. Recipient Obligations.

8.1. As a condition of receiving the Data for purposes stated herein, Recipient agrees to comply with applicable federal and state privacy and security laws. Recipient further agrees:

- 8.1.1. Not to use or disclose PHI except as necessary to fulfill the purposes of this Agreement as described herein;
- 8.1.2. Not to use or further disclose the Data in a manner that would violate the Privacy Standards if done by TCHP, or other than as permitted by this Agreement or otherwise required by law;
- 8.1.3. To use appropriate safeguards to prevent use or disclosure of Data other than as permitted by this Agreement;
- 8.1.4. To promptly report to Covered Entity any use or disclosure of the Limited Data Set not permitted herein of which Recipient becomes aware;
- 8.1.5. To ensure that any agents, including subcontractors, to whom it provides the Data agrees to the same restrictions and conditions that apply to the Recipient with respect to such information;
- 8.1.6. Not to identify the individuals who are the subjects of the Limited Data Set or contact such individuals; and
- 8.1.7. To use Data in compliance with all applicable federal and state laws and regulations, including governmental regulations and guidelines applicable to the Data, and when the Data is used in the United States, comply with current NIH guidelines.

9. Miscellaneous.

- 9.1. **Assignment.** This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of TCHP. Assignments made in violation of this provision are null and void.
- 9.2. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action relating to this Agreement shall lie exclusively in Harris County, Texas.
- 9.3. **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) an agency or employment relationship between the Parties or any of their affiliates.
- 9.4. **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 a Party except by a writing signed by an authorized representative of said Party.
- 9.5. **Equitable Relief.** Recipient acknowledges that any disclosure or use of Data information by Recipient in violation of this Agreement will cause TCHP irreparable harm. Recipient therefore agrees that TCHP shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Recipient from any such further disclosure or breach, and for such other relief as TCHP shall deem appropriate. Such rights are in addition to any other remedies available to TCHP at law or in equity.
- 9.6. **Notices.** Any notices pertaining to this Agreement shall be given in writing and 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 certified mail, return receipt requested, postage prepaid. Notices 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 TCHP:

Compliance Officer
Texas Children's Hospital
6621 Fannin MC 1-4460
Houston, Texas 77030

If to Recipient:

Junelyn Floyd
Harris County Public Health
7457 Harwin Drive, Suite 149
Houston, TX 77036

10. Amendments.

- 10.1. This Agreement may not be changed or modified in any manner except by a writing signed by a duly authorized officer of each Party. The provisions of this Agreement shall be severable and, if any provision of this Agreement is held or declared illegal,

invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

11. No Third Party Beneficiaries.

11.1. Nothing herein is intended to confer on any person other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities.

12. Entire Agreement.

12.1. This Agreement, together with the all attachments and amendments, if applicable, 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, schedules, or riders, the provisions of this Agreement shall control.

TEXAS CHILDREN'S HEALTH PLAN, INC.

HARRIS COUNTY

DocuSigned by:
By: Mark W. Mullarkey

By: _____

71F11688FFD74B9
Name: Mark W. Mullarkey

Name: Lina Hidalgo

Title: Executive Vice President

Title: County Judge

Date: Sep 14, 2021

Date: _____

L PROPERTY DISCLOSURE

INTERNAL SIGNATURE PAGE
FOR DATA USE AGREEMENT
BETWEEN HARRIS COUNTY AND TEXAS
CHILDREN'S HEALTH PLAN, INC.

Approved:

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

Approved as to Form:
Christian D. Menefee
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CA File: 21GEN2025

Approved:


By: _____
Barbie L. Robinson, MPP, JD, CHC
Executive Director
Harris County Public Health
Date Signed: 9/27/2021