



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

March 17, 2021

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement

Members of Commissioners Court:

Please approve the attached Order for the following:

Description: Installation and maintenance of Epic software and equipment by the Harris County Hospital District d/b/a Harris Health System

Agency: Juvenile Probation Department

Term through: 3/9/22


Renewal: N/A

Amount: \$439,445

Price Change: N/A

Reviewed by: X Harris County Purchasing

Sincerely,


DeWight Dopslauf
Purchasing Agent

SH
Attachments
cc: Agency

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021





BOARD APPROVAL
Items: A1 through A67
Date: 01.28.2021
Motion: 21.01-06
Initials: CP

**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

January 4, 2021

Board of Trustees
Harris Health System
Harris County, Texas

RE: Interlocal Agreement

Members of the Board:

Please approve the following:

Description: Harris County Hospital District dba Harris Health System will provide installation and maintenance of Epic software and equipment to the Harris County Juvenile Probation Department

Agency: Harris County Juvenile Probation Department

Term: Effective for one (1) year upon execution of the Agreement with one-year renewal options

Amount: \$439,445 estimated revenue

Reviewed by: X Information Technology X Harris County Purchasing

Justification: Harris Health System will implement an Epic Systems Corporation clinical, business and reporting functionality and electronic medical record system at the Juvenile Probation Department. This will allow for the exchange of electronic protected health information (EPHI) to better coordinate patient care and to allow the Juvenile Probation Department's health care providers to document certain protected health information (PHI).

The County Attorney's Office is preparing an Agreement for these services. This item will be presented to the next Harris County Commissioners Court meeting for approval. Services are subject to Commissioners Court approval and execution of the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf
Purchasing Agent

SH
cc: Esmacil Porsa, M.D., President & CEO
David Chou, SVP & CIO
Agency

FOR INCLUSION ON BOARD OF TRUSTEES AGENDA JANUARY 28, 2021

A26

INTERLOCAL AGREEMENT**(Epic EMR System)**

This Interlocal Agreement is between the Harris County Hospital District d/b/a Harris Health System, a political subdivision of the State of Texas, ("Harris Health") and the Harris County Juvenile Board ("Board"), Texas, a body corporate and politic under the laws of the State of Texas, acting by and behalf of the Harris County Juvenile Probation Department ("HCJPD" or "Department"). The Department and Harris Health are each hereinafter referred to individually as a "Party" and collectively as the "Parties."

Recitals

Harris Health is the owner and operator of two hospitals, Ben Taub Hospital and Lyndon B. Johnson Hospital and numerous community health centers, all situated in Harris County, Texas, providing medical and hospital care in Harris County, Texas.

The Harris County Juvenile Probation Department operates community-based programs; pre-adjudication and post-adjudication facilities; educational, mental health services; specialty court programs; and other services for certain pre-adjudicated and adjudicated youths, and is responsible for the provision of juvenile justice services in Harris County, Texas. Specifically, the Department provides a variety of mental health and medical services to youth who are in pre-adjudication and post-adjudication custody through a comprehensive mix of services provided by Department staff and contractors.

Harris Health and the Department desire to enter into this Interlocal Agreement in connection with Harris Health's installation and maintenance of Epic software and equipment at the Department's designated facilities and related information technology support (this "Agreement").

Terms**Section 1. DEFINITIONS**

- 1.1 "Affiliate" means any person or entity with which the Department has a business or employee relationship, unless such relationship exists primarily for the purpose of providing such person with access to the Program Property.
- 1.2 "Annual Volume" means the aggregate Volume for an Item of Program Property during the twelve-month period beginning on the date of this Agreement and for each succeeding twelve-month period thereafter (whether or not the Department has increased the Licensed Volume).
- 1.3 "Code" means the configuration of the Program Property, including all Updates and other modifications to the Program Property provided by Harris Health to the Department pursuant to this Agreement.

- 1.4 "Community Connect Partner" means other healthcare organizations with whom Harris Health has a contractual relationship allowing the healthcare organization to utilize Harris Health's instance of Epic EMR as its electronic medical record system.
- 1.5 "Designated Facilities" means the Department jail clinic and intake facilities identified in Section 1.9 of the Statement of Work.
- 1.6 "Designated Platform" means the make and model of the processor the EMR system is licensed for and its Operating Environment. It does not refer to a specific processor designated by serial number.
- 1.7 "Documentation" means any instructions, manuals, or other materials relating to the installation, operation, or Code of the Program Property that is provided by Harris Health to the Department pursuant to this Agreement.
- 1.8 "End User" means any Affiliate granted access to or the right to use the Program Property by the Department and includes those Department physicians, nurses, nurse practitioners, physician assistants or any other clinical and administrative personnel employed by or under contract with the Department to provide services for Department patients who meet the requirements set forth in Section 10 of this Agreement.
- 1.9 "Epic" means Epic Systems Corporation.
- 1.10 "First Live Use" will occur upon the date that the Department first uses any component of an Item of Program Property in a live environment for production purposes.
- 1.11 "Go-Live" means the time at which the program property is available for use in the production environment.
- 1.12 "Initial Term" means the period commencing on the later date this Agreement is signed by Harris Health after approval by the Harris County Juvenile Board and continuing thereafter for one (1) year, unless sooner terminated by mutual consent of the Parties or in accordance with Section 16 below.
- 1.13 "Initial Support Term" means the period commencing upon the expiration of the Warranty Period and continuing thereafter for one (1) year.
- 1.14 "Item" means each individual line item of Program Property specified on Exhibit A. An Update is not a new Item but shall be deemed to be the same Item as the earlier version of Program Property upon which the Update is based.
- 1.15 "Licensed Volume" means the limitation(s) on the Department's Annual Volume for each Item as initially specified on Exhibit A and increased pursuant to Section 2.5. The Department represents to Harris Health that the Department reasonably calculated its expected Annual Volume for each Item based on the Department's current operations as

if each Item were fully implemented and that such expected Annual Volume does not exceed the initial Licensed Volume for such Item as provided in Exhibit A.

- 1.16 "Non-Program Property Error" means any apparent or real defect, error or other anomaly relating to the operation of the Program Property that is reasonably determined by Harris Health, after reasonable inquiry and investigation, either not to have originated from the Program Property (such as incorrect use of the Program Property or Department hardware, input errors, or errors or defects originating in Department hardware, Department communications equipment, the operating systems, the Operating Environment software, the SQL software, the Seagate Info software, the Programming Points Code developed by the Department or in any application software other than the Program Property) or to have resulted from modifications of the Program Property by anyone other than Harris Health. As used herein, "incorrect use of the Program Property" means data processing procedures used by the Department that do not comply with the procedures described in the Documentation associated with the Program Property.
- 1.17 "Operating Environment" means the software published by InterSystems which is identified on Exhibit A hereto and which shall be either the current version of InterSystems' Caché product or InterSystems Open M without SQL (ISM) products.
- 1.18 "Program Error" means an error or defect in the code configuration which results in the failure of the Program Property to operate or to produce output on the Designated Platform in substantial conformity to descriptions of such operation or output in the Documentation for the Program Property.
- 1.19 "Programming Points Code" means software code (other than the Code) that is developed to be executable at places in the Code that are designed to permit the execution of external code.
- 1.20 "Program Property" means each of the following with respect to each computer program listed as an Item of Program Property on Exhibit A: the Code configuration, the Documentation, and all Updates and other modifications to the Code configuration that are provided by Harris Health to the Department pursuant to this Agreement.
- 1.21 "Reasonable Workaround" means a workaround of a Program Error that does not materially decrease the general utility of the Program Property.
- 1.22 "Renewal Term" means the successive one (1) year periods (each, a "Renewal Term") continuing after the Initial Term of this Agreement.
- 1.23 "Renewal Support Term" means the successive one (1) year periods (each, a "Renewal Support Term") continuing after the Initial Support Term.
- 1.24 "Update" means a release or version of the Program Property containing functional enhancements, extensions, error corrections or fixes if such release or version is intended for use on the Designated Platform and is generally made available free of charge (other

than charges for media, handling and installation and services) to Harris Health Community Connect partners who are then receiving maintenance and support from Harris Health. An Update will include the Code and its associated Documentation.

1.25 "Volume" means the actual level of use by the Department of an Item of Program Property determined as provided in Section 2.5.

1.26 "Warranty Period" means, for each Item of Program Property, the ninety- (90) day period beginning on the date of First Live Use of such Item.

Section 2. SCOPE OF SERVICES

2.1 General. Harris Health will (1) implement an Epic clinical, business and reporting functionality and electronic medical record system (hereafter referred to as the "EMR") at Designated Facilities to (a) allow for the exchange of electronic protected health information ("EPHI") between the Parties to better coordinate patient care for patients treated by both the Department and Harris Health and (b) allow the Department's health care providers to document certain protected health information ("PHI") in the EMR that will include allergies, medications, problem list, and demographics and (2) provide information technology support services to the Designated Facilities relating to the EMR. Harris Health will assist the Department with installing and implementing the Program Property on the Department's Designated Platform and will assist in training the Department's designated employees, as more specifically set forth in the Statement of Work ("SOW") attached hereto as Exhibit B and incorporated herein.

2.2 Support Services. During the Term of this Agreement, the Department will receive the support services specified in this Section 2 and in the Harris Health System Information Technology Community Connect Partner Support Level Service Terms, attached hereto as Exhibit C and incorporated herein (the "Support Services"). The Support Services will have three (3) components: (a) Harris Health will provide the Department with consultation and assistance concerning the Program Property as specified in Section 2.2.1; (b) Harris Health will use its best efforts to correct any errors or defects in the Program Property as provided in Section 2.2.2; and (c) Harris Health will provide Updates, upgrades, standard reports and other support as described in Section 2.2.3. If the Department receives Support Services for any Item, the Department must receive Support Services for all Items of Program Property the Department is using.

2.2.1 *Consultation and Assistance.* Harris Health will provide consultation and assistance to the Department as more specifically set forth in Exhibit C.

2.2.2 *Error Correction.* Harris Health will use its best efforts to correct or provide a Reasonable Workaround for any Program Error. Harris Health will also use reasonable efforts to respond to requests concerning error correction. Harris Health's responsibility with respect to any Non-Program Property Error shall be limited to providing assistance and advice to enable the Department to determine

appropriate remedial action to be taken by the Department. Epic product advisories will be shared with the Department, as needed.

2.2.3 *Updates, Upgrades, Standard Reports and Other Support.* Harris Health will provide the Department with updates, upgrades, standard reports, break/fixes, routine maintenance, and routine enhancements/standard operating procedures.

2.3 Staff Augmentation Services. As part of the services provided by Harris Health pursuant to this Agreement, the Department desires that Harris Health from time to time make available additional staff resources to the Department to assist with installing, implementing, customizing and optimizing the Program Property, training the Department's staff, and other types of assistance provided by Harris Health as part of services agreed to by the Parties (collectively, the "Staff Augmentation Services"). The Department acknowledges and agrees that Harris Health may provide Staff Augmentation Services via a subcontractor, including Epic.

2.3.1 *Rates.* All Staff Augmentation Services will be at Harris Health's standard rate for such services and will be invoiced to the Department as incurred and as provided in this Agreement.

2.3.2 *Process for Initiating a Request for Staff Augmentation Services.*

- a. Harris Health acknowledges and agrees that it will not provide any Staff Augmentation Services except pursuant to a Change Order Request, a sample of which is attached hereto as Exhibit D and incorporated herein, as defined in Section 2.3.2(c) below, signed by authorized representatives of both parties.
- b. If the Department desires to obtain Staff Augmentation Services, then the Department will inform Harris Health in writing, which may be via email. The Department will provide Harris Health with the information necessary for Harris Health to determine the scope and estimated cost of the Staff Augmentation Services desired by the Department, and Harris Health will provide the Department with the estimated costs associated with the Staff Augmentation Services.
- c. Following Harris Health's receipt of an applicable request for Staff Augmentation Services, the Department and Harris Health will discuss in good faith the terms of a mutually agreeable Change Order Request for the Staff Augmentation Services. At a minimum, each Change Order Request will include a description of the services to be provided, an estimated cost for the Staff Augmentation Services, and estimates of associated out-of-pocket expenses. Following execution of a Change Order Request and an amendment to this Agreement, the Parties will assemble their respective staff or resources in accordance with the timeline described in the Change Order Request.

2.4 Special Requests. For any items not covered by Harris Health's Support Services, which are post-delivery of the initial implementation, including customization, the Department

may submit a special request using the Change Order Request, Exhibit D. Harris Health and the Department will agree in writing to the special request, including any additional costs and expenses associated with the performance of such additional services. The Department understands and agrees that new reports or custom configuration for non-standard workflows, interfaces and conversions are not included within the scope of Support Services provided by Harris Health. Harris Health is not required to perform services for special requests without a Change Order Request signed by an authorized representative of the Department.

- 2.5 Increasing the License Volume. The Epic EMR Fee Schedule, attached hereto as Exhibit A and incorporated herein, limits the Department's use of each Item of Program Property to the Licensed Volume. If the Department desires to increase the Licensed Volume, the HCJPD Health Services Deputy Director, the Nursing Director or their designee shall notify Harris Health in writing. Upon such request, the Licensed Volume must be increased at least to the Licensed Volume level offered by Epic and Harris Health that covers the greater of the Department's Annual Volume for the then-current license year or the Department's estimated Annual Volume for the next license year. This increase will become effective upon Harris Health's receipt of payment for the additional license fee due for the increased Licensed Volume. The additional license fee will be calculated by applying the license fee the Department paid for the Licensed Volume before increase as a credit against the then-standard license fee for the new Licensed Volume. Support Services fees for the upgraded license will be due included on the invoice for the following Renewal Support Term. The Department agrees to permit Harris Health and/or its authorized representative (hereinafter, collectively, "Harris Health") dial-in access to check the counters that monitor the Annual Volume.
- 2.6 Beyond Scope. The Department acknowledges and agrees that any change of scope or change in the deliverables from those that are specified as products and services on the Epic EMR Fee Schedule, Exhibit A, and in the SOW, Exhibit B, (hereinafter referred to as "Beyond Scope") may (i) necessitate the purchase of additional products or services from Harris Health, (ii) decrease the cost of services to the Department, or (iii) reduce the deliverables from Harris Health. If Harris Health determines that (i) additional services are required because of Software release changes, modifications, customizations, improvements or (ii) any other services, interfaces or conversions or additional training that are Beyond Scope are required, before performing the Beyond Scope services, Harris Health shall provide the Department with written details including, but not limited to, the particular Beyond Scope work, the estimated projected cost, and projected timetables and functionality through a Special Request. Prior to Harris Health providing the Beyond Scope services, the Department and Harris Health shall agree in writing on the necessity for, the description, and cost of these additional services. The Department will approve the proposed Beyond Scope service in writing by signing the Special Request. By signing the Special Request, the Department agrees to pay Harris Health for the Beyond Scope services. Such services shall not be provided until such time as Harris Health has received a signed Special Request from the Department.

- 2.7 Change Order Requests. For avoidance of doubt, a Change Order Request that does not affect the project timeline, scope (as defined in the Statement of Work), or cost (e.g., changes to in scope flowsheet rows, add/remove charge records, add/remove letters, add/remove payors, modifications to SmartTools, etc.) does not require an amendment to this Agreement.
- 2.8 Customization. Harris Health and/or Epic shall own all customized Code and customized Documentation that Harris Health and/or Epic develops, and all copyrights, trade secrets and other intellectual property rights with respect to any such customized Code or customized Documentation. As used in this Agreement, Epic or Harris Health "develops" customized Code when it writes the Code for such software and "develops" customized Documentation when it writes such Documentation.
- 2.9 Access. The Department agrees to provide Harris Health and/or its authorized representative(s) with access to the Department's technical personnel, information, facilities, and the server(s) on which the Program Property is installed. The Department also agrees to grant Harris Health and/or its authorized representative(s) access rights to the Program Property as reasonably needed by Harris Health for support and to monitor and maintain efficient Program Property operations. Harris Health shall comply with, and shall notify all its subcontractors of the Department's requirement to comply with, all rules, regulations, and policies of the Department that impact the services being provided hereunder; that are communicated to Harris Health in writing in advance, including security procedures concerning systems, data and remote access thereto, building security procedures, restrictions of access by the Department to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; and that do not violate Harris Health's or its subcontractors' policies and procedures, put Harris Health or its subcontractors at risk, or violate law. Harris Health will notify the Department in writing of its or its subcontractors' inability to comply with any rules, regulations and policies of the Department. Neither Harris Health nor its subcontractors shall be responsible for any delays resulting from the Department's failure to timely communicate, or Harris Health or its subcontractor's inability to comply with, any rules, regulations or policies of the Department.
- 2.10 Connect Program Requirements. The Department shall designate staff to fill certain project team roles during and after implementation, attend Epic training and user group meetings, and schedule and coordinate governance meetings.
- 2.11. Criminal History Checks. Harris Health (including Harris Health's agents, employees, volunteers and subcontractors, as applicable) will execute all authorizations and forms necessary to facilitate Department required criminal history checks on any individual who may have unsupervised direct contact with youth. Harris Health will adhere to the Department's 2-tiered, and in some cases, 3-tiered criminal history check process. This process will include a Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) check, a fingerprint-based check through a Texas Department of Public Safety contractor, and a Texas Department of Family and Protective Services check in order to comply with the Prison Rape Elimination Act (PREA), if applicable.

Harris Health will be responsible for all costs associated with fingerprint-based checks.

- 2.12 Eligibility to Receive State Funds. Harris Health understands Harris Health's responsibility to verify whether the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% of Harris Health is a child support obligor who is more than 30 days delinquent. Pursuant to Section 231.006 of the Texas Family Code (regarding State-funded grants), Harris Health certifies that Harris Health is not ineligible to receive the specified grant, loan, or payment. If this certification is inaccurate, Department may terminate this Agreement and withhold payment.
- 2.13 Prison Rape Elimination Act Compliance. PREA establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offender as applicable. Additionally, Harris Health shall be subjected to annual contract monitoring by Department to ensure that Harris Health is complying with the PREA standards.

Section 3. **SUBLICENSE**

- 3.1 Grant of Sublicense. Harris Health hereby grants the Department a non-exclusive sublicense to use the Program Property, subject to the terms and conditions of this Agreement.
- 3.2 Usage Limitations. The sublicense granted herein is limited as follows. The Department agrees that it:
- 3.2.1 Will not permit its Annual Volume to exceed the Licensed Volume for any Item of Program Property without first obtaining an upgraded license pursuant to Section 2.5 above;
 - 3.2.2 Will use only one (1) copy of the Code to process actual patient data for production purposes;
 - 3.2.3 Will allow use of the database only by the Department medical providers and staff (including Department Affiliates) whose patient activity contributes to the Licensed Volume and by the patients of those medical providers if the Department has licensed applicable Program Property for such patient access; and
 - 3.2.4 Will use the Program Property in accordance with other restrictions in this Agreement.
- 3.3 No Ownership Rights. The Department understands and agrees that the right to use the Program Property herein does not confer on the Department any right of ownership to any form of the Program Property (whether Code or Documentation). All Program Property remains the property of Epic.
- 3.4 Third-Party Software. The Department understands and agrees that certain third-party software may be required to use the Program Property and agrees to purchase and maintain any required third-party software to use the Program Property, as more

specifically set forth on the Epic EMR Fee Schedule, Exhibit A. The Department agrees to comply with the terms and conditions of the InterSystems software, set forth in the InterSystems Caché Software Addendum attached hereto as Exhibit E and incorporated herein, for such third-party software.

- 3.5 Restrictions. Except as otherwise expressly permitted herein, the Department shall not use, modify, copy, distribute, sublicense, transfer, display, rent or unbundle the Items of Program Property or authorize or permit any third parties other than Authorized Users to access or use the Items of Program Property. The Department shall not (and shall not authorize any third party to) (a) use the Items of Program Property to provide, or to assist in or further the provision of, any data processing, outsourcing, time sharing, or service bureau services, or any other services for the benefit of any third party; (b) attempt to decompile, disassemble, translate or reverse engineer the Items of Program Property; (c) reconstruct or discover the source code or Code configurations for the Items of Program Property; (d) grant or purport to grant any third party any right, title, interest, lien or option in or to the Items of Program Property; or (e) remove, alter, add, or obscure any intellectual property or other notice included in the Items of Program Property. The Department agrees to implement and use commercially reasonable access controls and passwords and other security measures to prevent unauthorized access to, possession, or use of the Items of Program Property.

- 3.6 WAIVER. HARRIS HEALTH HAS NO RESPONSIBILITY FOR MEDICAL CARE PROVIDED IN CONNECTION WITH USE OF ANY PROGRAM PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE DEPARTMENT AGREES TO WAIVE ANY CLAIMS THE DEPARTMENT MAY HAVE AGAINST HARRIS HEALTH RELATED TO CLINICAL, FINANCIAL, OR OPERATIONAL DECISIONS MADE BY THE DEPARTMENT OR THE DEPARTMENT'S END USERS REGARDING ANY PROGRAM PROPERTY.

THE DEPARTMENT AGREES TO WAIVE ANY CLAIMS AGAINST HARRIS HEALTH FOR DECISIONS MADE TO EXTEND USE OF FUNCTIONALITY TO INDIVIDUALS/END USERS THAT ARE OPERATING OUTSIDE THE SCOPE OF THEIR LICENSURE.

Section 4. TERMS AND RENEWALS

- 4.1 Agreement Term and Renewals. This Initial Term of this Agreement is as defined in Section 1 above. Subject to the Limitation of Appropriations set forth in Section 6 of this Agreement, this Agreement shall automatically renew under the same terms and conditions for each Renewal Term unless either Party notifies the other Party in writing of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of the then-current one (1) year term. The Initial Term and any Renewal Term shall be referred to collectively as the "Term."
- 4.2 Support Term and Renewals. The Initial Support Term is as defined in Section 1 of this Agreement. Thereafter, and subject to the Limitation of Appropriations set forth in

Section 6 of this Agreement, Support Services shall automatically renew each Renewal Support Term unless sooner terminated by mutual consent of the Parties or in accordance with Section 16.4 below. The Initial Support Term and any Renewal Support Term shall be referred to collectively as the "Support Term." Harris Health will coordinate the fees for Support Services for all Items of Program Property so that all Items of Program Property sublicensed to the Department has the same Support Term. For any Renewal Support Term, Harris Health will adjust Support Services for Items of Program Property for subsequent years to the anniversary date of this Agreement.

Section 5. FEES; STANDARD RATES; AND RATE INCREASES

5.1 Fees. For the license rights to the Program Property, the Department will pay Harris Health the Annual Subscription Fees and Annual Maintenance and Support Fees set forth on the Epic EMR Fee Schedule, Exhibit A.

5.1.1 Initial Fees.

- a. Board will have no obligation to pay for and Harris Health will have no obligation to provide any of the work, products, services and licenses until the Agreement is fully executed by the Parties. Harris Health understands that the Board may initially appropriate the total sum of FOUR HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED FORTY FIVE and 33/100 (\$439,445.33) to discharge any and all liabilities that the Board may incur arising out of this Agreement. The funds appropriated will cover the fees set forth in Exhibit A and include the EPIC license, subscription fees, data conversion, interface, InterSystems Caché, Citrix license, and support costs.
- b. The estimated implementation costs for the Items of Program Property are as set forth on the Epic EMR Fee Schedule, Exhibit A. Actual costs may vary from this estimate (e.g., changes to the scope that will impact pricing such as increases in the Department's volumes, requests for additional modules and functionalities, etc.). If actual costs exceed the estimated costs, the Parties will execute a Change Order Request, Exhibit D. Harris Health shall not perform, or allow its subcontractors to perform, any services unless a Change Order Request is properly executed. The Department shall not be responsible for any delays caused solely by Harris Health or its subcontractors. Neither Harris Health nor its subcontractors shall be responsible for any delays resulting from the Department's approval of a Change Order Request or authorization of funding.

5.1.2 Annual Fees.

- a. For each Renewal Term of this Agreement, Harris Health shall invoice the Department for Annual Subscription Fees at least sixty (60) days prior to the Renewal Term. The Department will pay the Annual Subscription Fees in accordance with the Texas Prompt Payment Act.
- b. For each Renewal Support Term of this Agreement, Harris Health shall invoice the Department for Annual Maintenance and Support Fees on an annual basis at

least sixty (60) days prior to a Renewal Support Term. The Department will pay the Annual Maintenance and Support Fees on a monthly basis in accordance with the Texas Prompt Payment Act.

5.1.3 *Fees for Special Requests and Beyond Scope Services.* The Department shall pay Harris Health the Standard Rates for both programming services and project management services, as more specifically set forth on Exhibit F attached hereto and incorporated herein, for Special Requests. Fees for Special Requests, including Beyond-Scope services, shall be due and payable to Harris Health upon completion of services and/or delivery of the product(s).

5.1.4 *Fees Due Upon Termination.* Should this Agreement be terminated prior to the Department's repayment to Harris Health of all fees as set forth above, the Department shall pay Harris Health the remaining balance of all fees due for products and services provided, within thirty (30) days after the effective date of termination of this Agreement pursuant to Section 16.5 below.

The Parties agree that the amounts set forth on Exhibit A are based on estimates of applicable interfaces, Annual Volumes, possible conversion, inflation and other factors, and such estimates were prepared by Harris Health in conjunction with the Department in good faith based on the information the Department has provided and the assumptions stated. Subject to Section 6 (Limitation of Appropriations), all fees due and owing shall be payable by the Department as set forth in Section 7 below.

5.2 *Increases in Fees and Standard Rates.* Except for rate adjustments due to fluctuations greater than ten percent (10%), the Annual Maintenance and Support Fees and Standard Rates, listed on Exhibits A and F respectively, will not increase during the Initial Term of this Agreement. Thereafter, Harris Health may, on an annual basis, increase the Annual Maintenance and Support Fees and Standard Rates by providing the Department with at least thirty (30) days prior written notice of such increase prior to the expiration of any Support Term. Such increase shall not exceed the lesser of (i) the change in the Employment Cost Index ("ECI") plus two percent (2%) or (ii) five percent (5%), whichever is lower. In the event the amount of the increase in the ECI plus two percent (2%) exceeds ten percent (10%), then Harris Health may increase the rates by an amount equal to five percent (5%) plus a percentage equal to the number of percentage points by which the change in the ECI plus two percent (2%) exceeds ten percent (10%). Notwithstanding the foregoing, in no event will Harris Health charge the Department more than Harris Health's actual costs. Notwithstanding the foregoing, Harris Health may increase the fees in an amount equal to any charges imposed by Epic for the Items of Program Property or by other third parties for third party components of the Items of Program Property.

The Department understands and agrees that increases in license fees and support fees will depend on a variety of factors including, but not limited to, the volume of patient visits and number of the Department users. The costs and pricing set forth in this Section

5 and on Exhibit A is based on patient visits of approximately 11,713 and 93 Department users (18 staff/contract physicians, nurse practitioners, and physician assistants and 75 (staff/contract non-physicians) as of the effective date of this Agreement. Should patient visits or Department users increase or decrease greater than ten percent (10%) from this date, Harris Health may adjust the fees to reflect current estimated usage.

Section 6. LIMITATION OF APPROPRIATIONS

- 6.1 With regard to the renewal or extension of this Agreement, the Board has not allocated or certified any funds for any renewal or extension period beyond the Initial Term. Therefore, if the Board exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period. It is further understood and agreed that when and if the services and charges provided for under this Agreement become equal to or exceed the total amount available as set forth in the Limitation of Appropriations, Harris Health may terminate all its services unless the Harris County Juvenile Board approves additional funds pursuant to a written amendment to this Agreement and the Department certifies the additional funds.
- 6.2 Harris Health has been advised and understands that the continued funding of this Agreement is subject to approval by the Harris County Juvenile Board of sufficient funds in the annual budget for continuation of this Agreement. If sufficient funds are not provided in a subsequent annual Board budget, then this Agreement terminates and the Board has no further payment obligation to Harris Health for the products and services set forth herein. If the Harris County Juvenile Board allocates additional funds in subsequent annual budgets, the additional funds as provided herein, Harris Health agrees to continue to provide the services specified to the extent that funds are available. When the funds authorized by the Board during the Initial Term or any Renewal Term to discharge its financial obligations under this Agreement are expended, Harris Health's *sole and exclusive* remedy shall be to terminate this Agreement.
- 6.3 The Department agrees that it will not request products or services under this Agreement unless funding has been approved by the Board and certified by the Auditor. In the event the Harris Department Commissioners Court does not allocate or approve funding for the purchase of the products or services set forth hereunder, Harris Health is under no obligation to provide such products or services.

Section 7. INVOICING AND PAYMENT

- 7.1 The Board agrees to pay Harris Health the fees specified on Exhibit A. Within 30 days of the execution of this Agreement, Harris Health will submit to Department a billing statement or invoice for all *unpaid* products, services and/or deliverables. The data in the billing statement or invoice must be in a format designated by Department and include the federal tax ID number for Harris Health and any purchase order number. Harris Health must certify and swear under penalty of perjury that each statement or invoice is true and correct. Department will review each statement or invoice and approve it with any modifications Department deems appropriate after mutual consultation and agreement with

Harris Health. Department will then forward the approved statement or invoice to the County Auditor for payment. Board will pay Harris Health the proper amounts due and owing under this Agreement within 30 days of receipt of the approved statement or invoice. Each statement or invoice must include an inventory of work, products, services, and/or licenses provided or to be provided during the billing period and any other details Department reasonably requests for verification purposes, which may include:

- i) The date(s) and detailed description of the work, products, services, licenses and/or deliverables were provided;
- ii) Meetings and lists of attendees, if applicable; and,
- iii) The total amount billed, and any other details of the work, hours, or services as may be reasonably requested by the County Auditor for verification purposes.

The invoices shall be submitted to: Harris County ~~County Department~~ Auditor, 1001 Preston 8th floor, Houston, Texas 77002.

- 7.2 Invoices, payments, interest on payments, and payment and claim disputes are subject to Chapter 2251 of the Texas Government Code.

Section 8. TESTING AND ACCEPTANCE

- 8.1 General. Both Harris Health and the Department must test for errors as described in the SOW, Exhibit B, both in the Program Property as delivered and in any Updates, within thirty (30) calendar days of installation by Harris Health. The Department is responsible for all final testing of the Program Property, including any customized Code. The Department should also instruct Department employees and End Users using the Program Property to be vigilant in identifying Program Errors and in promptly reporting to Harris Health any Program Error detected both during the Warranty Period and thereafter. Any procedures, rules, or guidelines for medical treatment incorporated into or provided with EpicCare or any other Items of the Program Property are provided as examples only, and the Department must test and validate that any such procedures, rules, or guidelines are both medically correct and in accordance with the Department requirements and procedures.
- 8.2 Acceptance. In the event that an Item of Program Property meets the specifications, the Department shall use commercially reasonable good faith efforts to notify Harris Health in writing of its acceptance via an Acceptance Certificate, to be provided by Harris Health, at the completion of acceptance testing. The Department shall not unreasonably withhold its acceptance of an Item of Program Property.
- 8.3 Rejection. The Department may reject any Item of Program Property but only if it contains a Substantive Program Error, defined for these purposes as a programmatic error in function or workflow that prevents the completion of a workflow (e.g., cannot register/schedule/arrive patient for appointment). The Department shall, within thirty (30) calendar days of installation of an Item of Program Property(s) in the production environment, notify Harris Health in writing of its rejection of an Item of Program Property as set forth herein ("Notice of Rejection"). Any Notice of Rejection must

contain a specific reference to this Section 8 and describe in reasonable detail each Substantive Program Error for which the Department is rejecting the Program Property. Upon receipt of a Notice of Rejection, Harris Health shall, solely through the performance of additional services, make such adjustments, modifications, or revisions as are necessary to cause such Item of Program Property(s) to so meet the specifications and resubmit such Item of Program Property(s) to the Department for the Department's review no later than ninety (90) calendar days from the date of receipt of the Department's Notice of Rejection. Harris Health shall notify the Department in writing when such corrections and modifications have been made, and the Department shall commence retesting of the Item of Program Property(s) and complete such retesting within fifteen (15) business days after receiving Harris Health's written notice that the Item of Program Property(s) is ready for retesting.

- 8.4 Cure. If an Item of Program Property is properly rejected and the Substantive Program Error is not cured with the applicable cure period(s), the Department may terminate the license to that Item (or that customized Code) by notifying Harris Health in writing within thirty (30) calendar days after the last cure period for that Item. Such notice shall be provided in accordance with Section 19.12 below. Upon such termination, Harris Health shall refund the entire license fee paid to Harris Health with respect to such Item, if applicable. This shall be the Department's sole and exclusive remedy for a rejection under this Section 8 in which the Substantive Program Error has not been cured.
- 8.5 Irrevocable Acceptance. If an Item of Program Property is not properly and timely rejected as specified in this Section 8, then that Item of Program Property shall be deemed to have been irrevocably accepted by the Department. Upon actual or deemed acceptance of an Item of Program Property, that Item shall be deemed to conform to the requirements of this Agreement. Harris Health shall continue to provide Support Services as provided in this Agreement.

Section 9. USE OF EMR BY THE DEPARTMENT

- 9.1 The Department agrees to use the standard Harris Health EMR system functionality with limited modifications such as removing references to Harris Health and incorporating use of the Department. Harris Health, in its sole discretion, may make necessary changes to the EMR system functionality. Prior to any such changes, Harris Health will consult with the Department regarding the proposed changes to ensure there is no material impact on the Department operations.
- 9.2 The Department agrees that only End Users will access, view, use, disclose, and/or document PHI in the EMR. The Department shall ensure that End Users use the EMR only as expressly authorized by the terms and conditions of this Agreement.
- 9.3 The Department shall ensure that an End User's access to the EMR is promptly terminated upon End User's termination of their employment or contract to provide services on behalf of the Department. Access to the EMR by new End Users of the Department will be requested by the HCJPD Deputy Director of Health Services, the

Director of Nursing, or their designee, and such request shall be directed to Harris Health's Administrative Director of Epic Affiliates. Access will only be granted to a new End User upon his or her successful completion of the requirements set forth in Section 10 of this Agreement.

- 9.4 The Department will provide written notice to its patients to reflect that Harris Health and the Department participate in a shared electronic medical record system.
- 9.5 The Department agrees to comply, in all respects, with all applicable Federal and State of Texas laws, rules and regulations and Harris Health policies, obligations and requirements applicable to its use of the EMR. The Department will perform annual security audits, or more frequently if necessary, regarding access to the EMR by the Department End Users to ensure that such access meets the Privacy and Security Requirements set forth in this Agreement.

Section 10. CREDENTIALING AND TRAINING OF DEPARTMENT AUTHORIZED USERS

- 10.1 The Department shall ensure that all individuals having access to the EMR are licensed in their profession in the State of Texas and appropriately credentialed. Harris Health understands that the Department will utilize an entity or organization to credential the Department providers who are physicians, dentists, optometrists, psychologists, nurse practitioners and physician assistants that meet The National Committee for Quality Assurance accreditation standards. In addition to the auditing rights set forth in Section 12 of this Agreement, Harris Health shall have the right to perform annual, or more frequently if necessary, credentialing audits.
- 10.2 The Department shall ensure that the Department and End Users have valid licenses, if required by law, to perform services on behalf of the Department and are not excluded or suspended from participation in, or sanctioned by any Federal or State Health Care Program including, but not limited to, Medicare and Medicaid. In the event that the Department or any the Department End User is subject to an investigation and/or becomes excluded from any Federal or State Health Care Program, the Department shall immediately notify Harris Health's Vice President of the Office of Corporate Compliance.
- 10.3 The Department agrees that its End Users shall receive HIPAA (as defined below) training and training regarding access and use of the EMR, including the Privacy and Security Requirements, as determined necessary by Harris Health to protect the confidentiality and security of PHI. The Department agrees to comply with the privacy and security safeguards established by Harris Health to protect the confidentiality of PHI as set forth in Section 11 of this Agreement and will require the Department End Users to sign an EMR Acceptable Use Agreement prior to having access to the EMR.

Section 11. PRIVACY AND SECURITY REQUIREMENTS

- 11.1 **Privacy and Security Requirements.** The Parties shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); the privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements"). The Department shall ensure that its End Users comply with the Privacy and Security Requirements.
- 11.2 **Privacy and Security Requirements Addendum.** As part of the services provided under this Agreement, each Party will have access to PHI of the other Party and other Community Connect Partners including, but not limited to, "individually identifiable health information" as that term is defined in HIPAA. As such, each Party shall comply with the provisions set forth in the Privacy and Security Requirements Addendum attached to this Agreement and incorporated herein as Exhibit G.
- 11.3 **Compliance.** The Parties shall comply with the Privacy and Security requirements, including the breach notification requirements under the HITECH Act, and shall assume liability for any governmental penalties assessed against said Party by the respective State of Texas and Federal governmental agencies that are a direct result of violations of the Privacy and Security requirements and breaches of PHI/EPHI by said Party, the Department's End Users, employees, agents, and subcontractors. Each Party shall remain responsible for its own acts or omissions and its obligations under the Privacy and Security Requirements. The Department shall assume all responsibility and liability for the actions of its End Users, employees, agents, and subcontractors regarding access and use of the EMR.

Section 12. INSPECTION AND AUDITING

- 12.1 Upon written request, the Department agrees to make available to Harris Health and its duly authorized representatives, during normal business hours, the Department's internal practices, books, records and documents relating to its use and access to the EMR for the purposes of Harris Health determining compliance with the Privacy and Security Requirements, as well as other requirements of this Agreement. The Department agrees to allow such access until the expiration of seven (7) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later.
- 12.2 The Department agrees that Harris Health may also perform audits of the Department's compliance with the terms of this Agreement and will grant Harris Health reasonable access to its facilities for such audits.

Section 13. LIABILITY

- 13.1 Each Party acknowledges and agrees that the EMR is a mechanism for sharing PHI to improve the delivery and coordination of medical services for patients treated by both Harris Health and the Department. The Department and Harris Health shall remain responsible for its own acts or omissions and its obligations under State of Texas and Federal patient privacy and confidentiality laws.
- 13.2 The Department shall assume all responsibility and liability for the actions of the Department End Users regarding access and use of the EMR. Each Party shall be responsible to the extent sovereign immunity has not been waived under State of Texas law for the actions and omissions of its respective employees.
- 13.3 Harris Health and the Department, as units of government and a political subdivision of the State of Texas, are subject to the provisions and limitations of Chapter 101 of the TEX. CIV. PRAC. & REM. CODE ANN., the Texas Tort Claims Act (the "Act"). Each party represents that it is self-insured and agrees to be liable for injury to or destruction of product(s) proximately caused by each Party or its respective officers, employees and agents in accordance with the Act.
- 13.4 LIMITATION OF LIABILITY. THE PARTIES AGREE THAT HARRIS HEALTH WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUES RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY BREACH OR TERMINATION OF THIS AGREEMENT OR OPERATION OF THE PROGRAM PROPERTY, INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY OF HARRIS HEALTH, OR HARRIS HEALTH'S OBLIGATIONS HEREUNDER, WHETHER OR NOT HARRIS HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES SHALL HARRIS HEALTH BE LIABLE TO THE DEPARTMENT FOR ANY REASON FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE PAID BY THE DEPARTMENT WITH RESPECT TO THE ITEM OF PROGRAM PROPERTY TO WHICH SUCH LIABILITY RELATES (WHETHER THE LIABILITY ARISES FROM THE PROGRAM PROPERTY, SERVICES, OR OTHERWISE) OR THE AMOUNT REQUIRED BY LAW, WHICHEVER IS LESS.

Section 14. THIRD PARTY REQUESTS

- 14.1 Harris Health and the Department understand and agree that services performed in Harris Health facilities and documented in Harris Health's EMR will only be considered part of Harris Health's medical record. Harris Health and the Department further understand and agree that services performed at the Department's Designated Facilities and documented in the Department's EMR will only be considered part of the Department's medical record. Both the Department and Harris Health understand and agree, however, that

information documented by both the Department and Harris Health providers regarding patient allergies, medications, problem list, and demographics will be considered to be part of each entity's respective medical record.

- 14.2 The Department and Harris Health will each be responsible for responding to requests from third parties for information in their respective EMR, as defined in Section 14.1 above, that is directed to either the Department or Harris Health, including without limitation, document requests, subpoenas, notices of deposition and orders to produce information from the EMR. The Department and Harris Health will each cooperate with the other, if necessary, regarding any need to obtain a protective order to prevent or limit disclosure of information in the EMR that is confidential pursuant to State of Texas or Federal law.

Section 15. CONFIDENTIALITY

Either Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain documents, data, and other information that is confidential ("Confidential Information"). The Receiving Party must take all steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information except to the Receiving Party's partners, principals, representatives, or employees as necessary for the Receiving Party to perform its obligations hereunder. Notwithstanding the foregoing, the Department and Harris Health are subject to the provisions of the Texas Public Information Act, Chapter 552, TEX. GOV'T CODE, and nothing in this Agreement shall be construed to prevent or restrict the Department or Harris Health from full compliance with the provisions of the Texas Public Information Act.

Section 16. TERMINATION

- 16.1 Termination of an Authorized User. Harris Health reserves the right to terminate a Department End Users' EMR access and/or remove a specific End User from the EMR if Harris Health determines, in Harris Health's sole and reasonable discretion, that termination of the End User's access to the EMR is necessary to protect the security, privacy and integrity of the EMR or of PHI. An End User may also be terminated from access to the EMR for violation of applicable laws rules, regulations, and policies regarding the End User's use of the EMR. Harris Health will use reasonable efforts to provide notice to the Department before terminating such access to any End User.
- 16.2 Termination with Cause. Either Party has the right to terminate this Agreement effective immediately if the other Party breaches or is in default of any obligation, which default is incapable of cure or which, being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default from the non-defaulting Party or within such additional cure period as the non-defaulting Party may authorize. Termination of the Support Services set forth in this Agreement shall not affect the other services provided under the Agreement between Harris Health and the Department.

- 16.3 Termination Without Cause. Either Party may terminate this Agreement, without cause, upon at least ninety (90) days' prior written notice to the other Party, or such other additional time that the Parties may agree to in writing.
- 16.4 Force Majeure, Suspension, and Termination. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of the benefits because of a Force Majeure Event (as defined below), the Party who has been affected agrees to give notice immediately to the other Party of the Force Majeure Event and agrees to do everything commercially reasonable to resume performance. Upon receipt of such notice, this Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Any obligation of either Party hereto shall be excused to the extent and for the period of time necessitated by the occurrence of any event beyond the reasonable control of the Party asserting the Force Majeure Event as an excuse including, but not limited to, acts of God; acts of any civil, criminal, or military authority; fire; casualty; floods; war; terrorism; or mandatory compliance with any governmental act, regulation or request (each, a "Force Majeure Event") that was not contemplated by the Parties in entering into this Agreement. The occurrence of a Force Majeure Event shall not excuse the performance by a Party unless that Party notifies the other Party immediately of the Force Majeure Event and does everything commercially reasonable to resume performance or mitigate the resulting delay in performance.

- 16.5 Termination Invoice. Upon delivery or receipt of a notice of termination pursuant to this Section 16, Harris Health shall discontinue all services in connection with the performance of this Agreement as of the effective date of termination and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt or delivery of a notice of termination, Harris Health will submit an invoice to the Department showing in detail the services provided through the date of termination. The Department will pay Harris Health fees due and owing through the date of termination.
- 16.6 Effect of Termination. In the event this Agreement is terminated, Harris Health will provide the Department with reasonable transition assistance (including continued access to and use of the Program Property on Harris Health's production directory to the same extent as before termination of this Agreement) for a reasonable transition period. In addition, if Epic and the Department agree to a separate license and support agreement following termination of this Agreement and before the Department stops all access to and use of the Program Property under this Agreement (a "Standalone Agreement"), Harris Health will provide the Department with an updated copy, at no additional charge, of Harris Health's training and support materials, test scripts and other applicable documentation and of Harris Health's Epic environment, including configuration, data and clinical content (collectively, "Harris Health Materials"), and grant the Department a

non-exclusive, non-transferable license to use the Harris Health Materials solely for its use with the Program Property pursuant to a Standalone Agreement.

The Department may not continue to use the Harris Health Materials in the event the Department does not enter into a Standalone Agreement with Epic. In the event the Department does not enter into a Standalone Agreement with Epic as set forth herein, the license granted to the Department for the Harris Health Materials will terminate upon termination or expiration of this Agreement.

If Epic and the Department enter into a Standalone Agreement, (a) the Department will receive a credit from Epic in the amount of the Program Property license fees paid by Harris Health to Epic for the Licensed Volume for the Department up to an amount equal to the then-current standalone license fees described in the next clause (the "Credit"); (b) the Department will pay Epic's then-current standalone license fees (less the Credit) and maintenance fees at the applicable licensed volume under the Standalone Agreement; and (c) the warranties and acceptance provisions of the Standalone Agreement will not apply to any Epic software for which production use by the Department occurred under the Agreement. Additional fees for third party products also will apply. The Department understands and agrees that installing the Department on a new production directory will also require significant chargeable services from Epic and Harris Health to the Department and cooperation from the Department and will not yield a perfect result.

Section 17. CHANGE IN LAW

If there is a change in Federal or State of Texas laws, rules or regulations or a change in any interpretation of such laws, rules, regulations or general instruction that (a) may render any of the material terms of this Agreement unlawful or unenforceable, (b) materially affects a Party's ability to implement this Agreement, or (c) creates a serious risk of assessment, sanction, penalty or other significant consequence to be imposed by a governmental authority, then upon the request of either Party materially affected by any such change in circumstances, the Parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the Parties are unable to reach an agreement as to how or whether this Agreement will continue, then either Party may terminate this Agreement upon thirty (30) days prior written notice.

Section 18. WARRANTIES

18.1 General. The Department acknowledges and understands that Harris Health does not warrant that the Items of Program Property will operate in the combinations that the Department may select for use, that the operation of the Items of Program Property will be uninterrupted or error-free, or that all Substantive Program Errors will be corrected. The Department also acknowledges and understands that due to the complex nature of computer software, certain errors may be virtually impossible to reproduce or correct.

- 18.2 Limitations. This warranty does not apply to (a) an Item of Program Property that has been modified by any party other than Harris Health or its authorized representative or (b) an Item of Program Property that has been improperly installed by any party other than Harris Health or its authorized representative or used in a manner other than as authorized under this Agreement to the extent such modification(s) or improper installation cause the Item(s) of Program Property to be nonconforming. In no event shall Harris Health bear any responsibility for any errors or damages caused by or resulting from defects in the hardware, input errors, changes to the Program Property made by the Department, or combinations of the Program Property with software not provided by Harris Health. Any modifications of the Program Property by anyone other than Harris Health or its authorized representative(s) shall relieve Harris Health of any and all obligations under this Section 18.
- 18.3 Exclusive Remedy. Harris Health warrants that if, during the Warranty Period, the Department notifies Harris Health in writing that an Item of Program Property contains a Substantive Program Error, and such notice specifically refers to this Section 18 and describes each Substantive Program Error, then Harris Health will either correct such Substantive Program Error or provide a Reasonable Workaround for such Substantive Program Error. Harris Health will also use its best efforts to correct any Program Errors other than Substantive Program Errors that the Department timely and promptly reports to Harris Health in writing during the Warranty Period. If Harris Health is unable to correct a Substantive Program Error or provide a Reasonable Workaround for such Substantive Program Error, Harris Health will terminate the applicable Item(s) of Program Property or this Agreement, as applicable, and return a pro rata portion of the applicable license or subscription fee(s) paid to Harris Health, if any, for such allegedly defective Item(s) of Program Property for the period commencing from the Department's notice of nonconformity through the remainder of the Initial Term or Renewal Term, as applicable.
- 18.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 18, HARRIS HEALTH EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION: (A) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH THE DEPARTMENT'S ENJOYMENT OF THE PROGRAM PROPERTY (WHETHER OR NOT HARRIS HEALTH KNOWS, HAS REASON TO KNOW, OR HAS BEEN ADVISED OF ANY SUCH PURPOSE); (B) ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY THE DEPARTMENT AS A RESULT OF THE PROVISION OR USE OF THE ITEMS OF PROGRAM PROPERTY PROVIDED HEREUNDER; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE OPERATION OF THE ITEMS OF PROGRAM PROPERTY OR PROVISION OF SERVICES.

Section 19. MISCELLANEOUS

- 19.1 Remedies. Nothing in this Agreement shall reduce or eliminate any remedies available to Harris Health or the Department in law or equity. The Parties understand and agree that no dispute may be submitted to binding arbitration. If by agreement of the Parties, a dispute between the Parties may be submitted to non-binding mediation. The Parties do not agree to waive their right to a jury trial.
- 19.2 No Personal Liability. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of Harris Health or the Department, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of Harris Health or the Department.
- 19.3 Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Parties; it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.
- 19.4 Waiver. The failure of either Party to insist on any one or more instances upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option or election, should not be construed as a waiver or relinquishment for the future of these terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent right or remedy under this Agreement or at law.
- 19.5 Effect. This Agreement is binding upon both Parties and their successors and assigns from the date of its execution.
- 19.6 Amendments. Except as otherwise expressly provided herein, no amendment or variation of the terms of this Agreement or changes in the scope or nature of the services shall be valid unless in writing and signed by authorized representatives of both Harris Health and the Department.
- 19.7 Sovereign Immunity. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY HARRIS HEALTH OR THE DEPARTMENT OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT HARRIS HEALTH OR HARRIS DEPARTMENT MAY HAVE BY OPERATION OF LAW.
- 19.8 No Third-Party Beneficiaries. Neither Party shall be obligated or liable to any third party other than the other Party for the performance of this Agreement. Nothing in this Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Nothing contained in this Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party or the duties or responsibilities of Harris Health or the Department with respect to any third party.

- 19.9 Assignment. Neither Party may assign, delegate, and/or otherwise transfer this Agreement or its rights and obligations hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, if a successor governmental entity is created or authorized by law to be merged with or supplant the functions of Harris Health or the Department, this Agreement may, without necessity of consent of the non-assigning Party, be assigned or transferred to the successor governmental entity.
- 19.10 Legality. This Agreement will be governed by and construed according to the laws of the State of Texas. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that venue for any action, controversy, dispute, or claim shall be in a court of appropriate jurisdiction in Houston, Harris Department, Texas, exclusively.
- 19.11 No Federal or State Exclusion. Each Party represents that neither said Party nor any of its owners, officers, directors, employees, or principals (collectively, "Principals") is listed on any state or federal exclusion list. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List. The Department agrees to report immediately to Harris Health's Vice President of the Office of Corporate Compliance if either the Department or any of its Principals becomes an "Ineligible Person" during the term of this Agreement.
- 19.12 Subcontractors. Harris Health shall verify that criminal background checks have been conducted on all subcontractor personnel performing services under this Agreement at no expense to the Department. Performance of any portion of the services by a subcontractor shall not relieve Harris Health of its responsibilities under this Agreement.
- 19.13 Records. Harris Health shall maintain complete and accurate records related to the provision of the services under this Agreement, including records of the time spent by Harris Health and its subcontractors in providing the services. During the Term of this agreement, at the Department's reasonable written request at a mutually agreeable date and time at Harris Health's offices, Harris Health shall make available copies of such records to allow the Department to inspect and make copies.
- 19.14 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service and addressed as follows, or to such addresses as either Party may subsequently designate to the other in writing:

To Harris Health: Harris County Hospital District
d/b/a Harris Health System
Attn: President & CEO
P.O. Box 66769

Houston, Texas 77266-6769

Copy To: Harris Health System
Attn: Executive Vice President & CIO
9250 Kirby Drive
Houston, Texas 77054
(Such copy does not constitute notice)

To the Board: Harris Department Juvenile Probation Department
Attn: Henry Gonzales, Executive Director
1200 Congress Street, 8th Floor
Houston, Texas 77002

With a Copy To: Harris Department Budget Department
1001 Preston, 5th Floor
Houston, Texas 77002
Attn: Director, Budget

- 19.15 Entire Agreement; Survival. This instrument and the attached exhibits contain the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, regardless of whether the survival of such provision is otherwise expressly provided for herein, shall survive such expiration or earlier termination.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, each of equal force, by a duly authorized representative of Harris County Hospital District d/b/a Harris Health System and by a duly authorized representative of the Harris County Juvenile Board, Texas.


**HARRIS COUNTY HOSPITAL DISTRICT
D/B/A HARRIS HEALTH SYSTEM**

By: 
Dr. Esmail Porsa
President & CEO

Date: 3/10/2021

APPROVED AS TO FORM: *CEM*

CHRISTIAN D. MENEFEE

By: 
Mayura Ramanna
Assistant County Attorney
CA. File No. 20HSP1005
Date: 2/10/2021

HARRIS COUNTY JUVENILE BOARD

By: 
Lina Hidalgo
Board Chair

APPROVED AS TO FORM: *CEM*

HARRIS DEPARTMENT

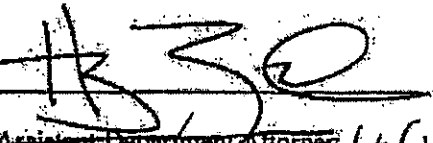
By: 
Assistant Department Attorney
CA File No. 20GEN
2/10/2021 *CEM*

EXHIBIT A

HARRIS COUNTY JUVENILE PROBATION DEPARTMENT EPIC EMR FEE SCHEDULE

Harris Health Systems - Community Provider Additions (Harris County Juvenile Probation Department)			
Inputs			
Annual Visits added	11,713		
# of FTE Physicians/NP/PA	18		
# of FTE Non Physicians	28		
Additional Licensed Volume Needed		Approximate "Headroom" Available	
Annual Ambulatory Visits:	100,000	88,287	Annual Ambulatory Visits
Concurrent users added (estimate)		Assumes 1.85 concurrent users per 1,000 visits added.	
		22	
Cost Snapshot	One Time	Annual	Notes/Notes
Epic License	\$43,525.00	\$10,256.00	
Epic Subscription Items			
MyChart	\$0.00	Per User \$2.35 per patient record accessed per year	
Helix/Canta (Epic on Mobile Devices)	\$0.00	Per User \$48 per user per year	
Data Conversion Costs	\$16,000.00	\$0.00	Tier 1 (Demographic & CCD)
Interface Implementation Costs	\$15,880.00	\$0.00	ADT Interface from Juvenile Systems; Radiology results interface
Third Party - InterSystems Caché	\$20,240.00	\$4,538.25	\$920/per user one time license fee; \$17.27/per user annual fee
Other Third Party Items (non-cached)			
First Data Bank	\$0.00	\$1,590.00	\$86/FTE provider/year
UpToDate	\$0.00	\$2,585.00	\$142.50/FTE provider/year
Intelligent Medical Objects	\$0.00	\$32.71	\$9K charge for next tier (5M-7M annual visit equivalents)
ExitCare	\$0.00	\$294.26	\$0.02/annual visit equivalent
Epic Application Implementation/Support Costs	\$295,093.39	\$148,720.00	Base services listed in SOW
Citrix License	\$28,797.00	\$6,975.00	\$308/per user one time license fee; \$75/per user annual fee
Total	\$438,445.39	\$274,982.25	
Interfaces Included			
LabCorp; Health Information Exchange (HIE) between other Epic clients & Greater Houston Healthconnect			
Applications Included			
EpicCare Ambulatory EMR (includes MyChart and SureScripts Integration)		Oracle License	
Practise Registration; Confidence Scheduling; Grand Central ADT		Epic Co-Op Data Warehouses	
Health Information Management - Chart Tracking & Release of Information		Epic SlicerDicer	
Standard Reporting Package		Epic Chronic Disease Registries	
Cache costs for concurrent user		License	Monthly Maint.
Multi Server, Platform Independent		\$920.00	\$17.27

HARRISHEALTH SYSTEM

EXHIBIT B

STATEMENT OF WORK

STATEMENT OF WORK [HARRIS COUNTY JUVENILE PROBATION DEPARTMENT EPIC IMPLEMENTATION]

Submitted by: Harris Health System
9250 Kirby
Houston, TX 77054

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1. Project Description

1.1 Introduction

There is a significant need to create a Health Information Management Infrastructure to assist in improving the coordination of care provided to the residents of Harris County, Texas. Implementation of the Harris Health System's Epic electronic health record ("EHR") at the Harris County Juvenile Probation Department ("HCJPD") will provide a single electronic medical record for our shared patient population.

1.2 Overview

Harris Health System ("Harris Health") will create a new service area within the EHR to extend full clinical, business, and reporting functionality for Harris County Juvenile Probation Department. This project is inclusive of extending the following Epic modules and subscription services:

- Caboodle
- Cadence Enterprise Scheduling
- Care Everywhere – *Epic's interoperability application, used to exchange patient data with other healthcare institutions. (Also included is Care Elsewhere, which allows access to view patient care data from non-Epic EMR systems. Before receiving access to Care Everywhere, the County must participate as a member of health information exchange(s) of which Harris Health participates (i.e., Greater Houston Healthconnect). It is the responsibility of the County to execute a separate agreement with each health information exchange.)*
- Cogito Analytics Suite
- EpicCare Inpatient (via Interface will track where roomed and Leave of Absence)
 - Includes Bar code scanning
- EpicCare Hospital Outpatient Clinics (HODs)
 - Primary Care
 - Behavioral Health
 - Optometry
 - Dental
- EpicCare Link – Medical Records ROI distribution features
- Health Information Management (HIM)
- Identity Enterprise Management Person Index
- Imaging and Clinical Device Integration
 - X-ray Imaging (Mobile Texas)
 - EKGs
 - Excluded: Vitals are not included at this time
- Interface Starter Set
 - Labcorp (existing)
 - City of Houston (new)
 - X-ray Imaging (Mobile Texas)
 - JIMS2 (Juvenile Information System-Demographic, Photographs, and ADT)
- MyChart Shared Patient Record: Inactivation of existing accounts during admission

- Prelude Enterprise Registration and Grand Central ADT
 - Registration: Patient data entered 98% of time via JIMS2 Interface
 - Facility build
 - Backup manual registration processes
 - ADT (Admissions/Discharges/Transfers)
- Slicer Dicer
- Data Conversion
- Surescripts E-Prescribing to retail pharmacies at discharge
- E-Signature of forms
- Third party software
 - Imprivata
 - Embedded softwares
- Connectivity/Infrastructure
 - Connect a master physical network with redundancy between Harris County Juvenile Probation Department and Harris Health (*circuit costs are not included in this contract*)
 - Infrastructure solution design and implementation
 - Windows Printing
 - Back End Printing (NAT services)
 - Client Environment
 - Security Configuration

Please note that certain functionalities will require that the County to execute a separate agreement with the applicable third party provider, as more specifically set forth in Exhibit A. For functionalities that require the County to execute a separate agreement, the County represents and warrants that it will not move forward with implementation of third party modules unless and until it has a fully executed agreement with the applicable third party provider. The Parties agree that Harris Health will not be responsible for any delays caused by the County's failure to timely execute appropriate third party agreements.

1.3 Goals and Objectives

Implement Epic software to extend clinical, business and reporting functionality to Harris County Juvenile Probation Department.

1.4 Expected Return on Investment (ROI)

We expect improved quality of care. Harris Health will provide a higher level of care to patients shared with Harris County Juvenile Probation Department. By partnering with Harris Health, Harris County Juvenile Probation Department will be able to electronically share electronic health records of patients in common with Harris Health.

1.5 High Level Deliverables

High Level deliverables for the project:

1. Project Schedule – Project Manager will create a detailed work plan based on the scope. This includes management of tasks, resources, estimated completion dates, work estimates and duration estimates. Harris Health and Harris County Juvenile Probation Department will work collaboratively to ensure project transparency.

2. Documented Workflow – Analyst will document future state workflow. Technical diagram if applicable.
3. End User Activation – Ensure PeopleSoft setup is complete.
4. Network Connectivity Design, Testing and Implementation between Harris County Juvenile Probation Department and Harris Health
5. Printing, Workstation, Security, Citrix Design, Testing and Implementation between Harris County Juvenile Probation Department and Harris Health
6. Custom Regulatory reports
7. Epic Configuration for Harris County Juvenile Probation Department – Analyst will use foundation system build taking into consideration the workflow and gaps identified. This will also include setting up BCA PCs.
8. Operational Readiness
9. Epic Build Tracker and Migration Plan – Analyst will use a build tracker to ensure that all build is documented and when it has been migrated into a specific environment.
10. Testing Plan – Analyst will work with the Epic testing coordinator to ensure all build is tested and signed off on.
11. Training
12. Go-Live
13. Post Go-Live Support

1.6 High Level Milestone Schedule

The following are the estimated completion dates for the major milestones of the project.

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Phase 0 & 1 Project team onboarding & scoping		Phase 2-4 Refining workflow adoption, operational readiness, system configuration, testing and training			Phase 5 Post-live support & Optimization	
Project team onboarding & scoping <ul style="list-style-type: none"> Project team onboarding Project team scoping Project team training etc. 		Refining workflow adoption, operational readiness, system configuration, testing and training <ul style="list-style-type: none"> Workflow adoption Operational readiness System configuration Testing Training etc. 			Post-live support & Optimization <ul style="list-style-type: none"> Post-live support Optimization etc. 	

1.7 High Level Project Scope

1 Project Management

- 1.1 Project Plan
- 1.2 Statement of Work (SOW)
- 1.3 Risks
- 1.4 Communication Plan
- 1.5 Issues
- 1.6 Budget
- 2 Analysis and Initiation
 - 2.1 Analyze, document future state diagram to determine gap. Current state workflows to be provided by customer.
 - 2.1.1 Epic User Role/Security Analysis
 - 2.2 Infrastructure
 - 2.2.1 Define Harris County Juvenile Probation Department Infrastructure Requirements
 - 2.2.2 Assessment of current Harris County Juvenile Probation Department Infrastructure
 - 2.2.2.1 Network Connectivity
 - 2.2.2.2 Hardware Inventory
 - 2.2.2.2.1 Workstations and Monitors
 - 2.2.2.2.2 Printers
 - 2.2.2.2.3 Scanners
 - 2.2.2.3 Print Environment
 - 2.2.3 Infrastructure Gap Analysis
 - 2.2.4 Information Security Assessment
 - 2.2.5 Active Directory Integration Assessment
 - 2.2.6 Recommendation based on Gap Analysis
- 3 Epic Build
 - 3.1 Epic foundation build to include functionality listed in overview section
 - 3.1.1 Standard Reports for Clinical and Revenue Cycle
 - 3.1.2 Custom Regulatory reporting
 - 3.2 Complete and Validate Build and Build Tracker
- 4 Epic Testing
 - 4.1 Test Plan
 - 4.2 Test scripts
 - 4.3 Unit
 - 4.4 Regression
 - 4.5 Integrated
 - 4.6 User Acceptance (UAT)
- 5 Training – develop training plan and approach
- 6 Implementation
 - 6.1 Infrastructure
 - 6.1.1 Testing
 - 6.1.2 Epic Printing
 - 6.1.3 Network Connectivity
 - 6.1.4 Hardware Inventory
 - 6.1.4.1 Workstation and Printers
 - 6.1.5 Establish Infrastructure Monitoring
 - 6.2 Operational Readiness

6.3 Go-live Readiness

- 6.3.1 Workflow Walkthrough**
- 6.3.2 Patient Demographic Conversion**
- 6.3.3 User Dress Rehearsal**
- 6.3.4 Appointment Conversion**
- 6.3.5 Support Plan for Go-Live**
- 6.3.6 Go/No-Go Decision (This is a determination by Harris Health and the County that all milestones in the SOW have been successfully completed.)**

6.4 Migrate to PRD

6.5 Go-Live

7 Post Go-Live

- 7.1 Lessons Learned**
- 7.2 Close Out Project**

1.8 Approach

The work on this project will be managed following the Project Management Guidelines and Methodology outlined in the IT Project Management Office (PMO) Project Management Handbook to be provided to the County. This project will utilize Project Management Methods, Tools and Techniques as outlined and attached in the Appendix section of this SOW.

The following steps will be the approach that will be used to develop each of the deliverables of this project. Details can be found in the Appendix section of this SOW.

- Groundwork (Phase 0)
- Direction and Scoping (Phase 1)
- Build and Adoption (Phase 2)
- Testing (Phase 3)
- Training (Phase 4)
- Implementation Go-Live
- Post-Live (Phase 5)

1.9 Locations

- Juvenile Probation Department Clinic Facilities
 - JDC - 1200 Congress St. Houston, TX 77002
 - BBRC - 6500A Chimney Rock Rd. Houston, TX 77081 (until June 2021)
 - YV - 210 J. W. Mills In. Seabrook, TX 77586 (opening June 2021)
 - LA - 9120 Kathy Hockley Rd. Katy, TX 77493

1.10 Assumptions, Dependencies, Boundaries, Limitations and Exclusions

Assumptions

1. Assumes all applications in scope for install are live at Harris Health prior to start
 - No net new applications or specialties in scope.
2. Assumes no Epic billing.
3. Assumes legacy systems can interface using HL7.

Limitations

1. Epic Implementation will be limited to the locations listed in section 1.9.
2. Estimate does not include hardware-infrastructure costs except for the following:
 - a. Imprivata Licensees (EPCS)
 - b. InterSystems Cache
 - c. Citrix Licenses

Exclusions

1. Charges, Billing, and Claims are excluded from scope
2. Vitals device integration

1.11 Roles and Responsibilities

Role	Summary of Expectations
Executive Sponsor	<ul style="list-style-type: none"> - Provide strategic decision making - Provide overall "Champion" for business changes required - Provide operational direction and decision making for the project - Assign Project Sponsors/Business Directors - Assist with issue escalations at a strategic level
Project Sponsors	<ul style="list-style-type: none"> - Act as liaison to the governance structure, user community, vendors, and IT - Participate in selecting User Champions and SMEs - Responsible for user approvals - Provide input on specific functional and process issues - Participate in facilitated design sessions on request - Assist with transition to new work processes - Change management process - Responsible for creating multi-disciplinary teams if necessary - Assist with issue escalation at a project level
Stakeholders	<ul style="list-style-type: none"> - Understand application-specific and integrated ambulatory workflows - Identify and prepare for high-risk ambulatory clinic workflows - Work with the project team to update or revise organizational policies and procedures to take advantage of system capabilities - Facilitate communication between project team and operational leadership - Track go-live statistics in the weeks following go-live for key ambulatory metrics - Track charges at go-live to ensure your departments are at baseline for revenue. - Track key performance indicators identified in this document prior to and after go-live - Provide input on specific functional and process issues - Assist with transition to new work processes - Provide back-up and additional expertise to the User Champions and SMEs - Designate resources to conduct applications testing

Role	Summary of Expectations
PMO	<ul style="list-style-type: none"> - Oversight of project methodologies and processes - Project audits - Approve of change requests and project documents in accordance with the terms of the Agreement to which this SOW is attached - Review Harris Health project assessments and monthly scorecards - Review monthly project status reports
Implementation Manager	<ul style="list-style-type: none"> - Manage project on daily basis - Facilitate conflict resolution - Manage scope - Ensure deliverables are on time, within scope, and within budget - Monitor, track and report the status of project activities - Ensure that team members are active participants with clear understanding of responsibilities and deliverables - Collaborate with other project managers and account manager to ensure coordination of activities and resources
Epic Analyst Team	<ul style="list-style-type: none"> - Capture current workflows and documenting future workflows - Document future guidelines and gaining Stakeholder/Owner approvals - Develop and document technical specifications - Configure, build application and reports - Create/Execute test scripts
Epic Technical Team	<ul style="list-style-type: none"> - Design and document technical specifications - Provide Epic technical operations support - Coordinate Testing - Configure Epic Interface build - Configure Epic workstation build
Engineering Team	<ul style="list-style-type: none"> - Configure Citrix technical build - Configure Windows/Network build
Network Team	<ul style="list-style-type: none"> - Design, develop and document network specifications - Configure Network build - Establish connectivity between Harris County Juvenile Probation Department and Harris Health System
Reporting Team	<ul style="list-style-type: none"> - Develop and document technical specifications - Configure and build reports
IT Education	<ul style="list-style-type: none"> - Maintain the Training Environment - Manage and create all required training materials and curriculum - Schedule/Conduct End User Training
Help Desk	<ul style="list-style-type: none"> - Provides first level of support post-go-live
Desktop	<ul style="list-style-type: none"> - Provide hardware recommendations as it relates to workstations, printers, scanners
Super Users, SMEs	<ul style="list-style-type: none"> - Participate in change management activities throughout the install to prepare your department for go-live - Understand EpicCare Ambulatory workflows in your department

Role	Summary of Expectations
	<p>Including those that intersect with other applications</p> <ul style="list-style-type: none"> - Identify and prepare for high-risk workflows that might be present in your departments - Work with the project team to update or revise organizational policies and procedures - Communicate challenges or opportunities from your department to the ambulatory director - Support business process update and creation - Participate in design and build validation sessions - Participate in testing the application - Assist with on-site support

2. APPENDIX

1 Groundwork (Phase 0)

- 1.1 **Project Schedule** – The Project Manager will create a detailed work plan based on the timeline outlined in this SOW. The schedule will be maintained in MS Project Professional for all aspects of the project. Schedule management includes management of tasks, resources, estimated completion dates, work estimates and duration estimates.
- 1.2 **Project Scope** – Scope, as defined in this SOW, will be tightly managed by the Project Manager. Any modifications to the scope will be handled using the Change Control process as established by the PMO.
- 1.3 **Manage Risks** – The Project Manager will monitor and track all project risks. The formal process for documenting and assessing risks is described in the document, "Risk Management Process" to be provided to the County. These risks are documented by completing a Risk Form for each identified risk and updating the Risk Register for those items that are relevant to the project.
- 1.4 **Manage Communication** – The Project Manager will manage communication for the project. This includes, but is not limited to, managing a Communication Plan, Status Reports, Status Meetings, Deliverable Signoff forms, Executive Leadership meetings, and other similar tasks that will take place during the project.
- 1.5 **Manage Issues** – The Project Manager will track all issues in an Issues Management Tool, available to all Project team members. This tool will serve as the communication medium for the status of all issues. The Project team will review and update the log on a weekly basis.
- 1.6 **Monitor and Control Budget** – The Project Manager will be responsible for monitoring the budget and ensuring that the project is staying within approved limits. The Project Manager will work with the Harris Health IT Executive Team to establish justification for additional funding when applicable, and create Purchase Orders that may be needed for the project.

2 Direction (Phase 1)

- 2.1 Project Kick-Off – The Project Manager will schedule and conduct a project kick-off meeting with Business Owners, other stakeholders, and all members of the Project Team, inviting vendor representation as required. The objectives of the kick-off meeting are to review the SOW, focusing on the project scope and timeline; review project organization, including governance; and review the communication plan. The meeting will conclude with signoff on the SOW by all indicated parties.
- 2.2 Direction Sessions – This step will be the collection and analysis of the existing paper documents used by business, clinical and ancillary users. The deliverable from this step will be gap analysis and new workflows.
- 3 Build and Adoption (Phase 2)
 - 3.1 Adoption Sessions – Use Epic foundation 2018 build. Understand the workflows that will be used post-live and ensure they meet needs.
 - 3.2 Risk Identification and Mitigation Planning – Identify things that might harm the success of your Epic install and start planning for how to avoid them.
 - 3.3 Define Workqueues and Edit Ownership
 - 3.4 Build Tracker – Use a build tracker to ensure that all build is documented and when it has been migrated into a specific environment.
 - 3.5 Develop Training Materials – Ensure staff is trained in all of the necessary workflows and reports and that training accounts for your organization's specific policies.
- 4 Testing (Phase 3)
 - 4.1 Develop Test Plans – This step will include the development of a detailed testing plan that will be used to execute the remainder of the testing phases. It will detail the steps that will need to be executed and the resources involved throughout the testing phase.
 - 4.2 Develop Test Scripts – This step will include the creation/modification of the testing scripts that will be used to test the applications, interfaces, and all components of the applications. These will be reviewed and approved by the subject matter experts.
 - 4.3 Unit Testing – This will include testing of any new build in the REL environment.
 - 4.4 Regression Testing – This will include the regression testing of the functionality within the scope of this project as well as the functionality that is already in Production (start to finish).
 - 4.5 Integrated Testing – Test the integration of all interfaces within the system, to external systems, and the new business, clinical and ancillary workflows within the applications (start to finish).
 - 4.6 Use Acceptance Testing (UAT) – During UAT, end users and/or super users will test the software to make sure real-world scenarios are functioning as it should and receive final sign off.
- 5 Training (Phase 4)
 - 5.1 Training – Deploy training as noted.
- 6 Implementation
 - 6.1 Operational Readiness – Work with operations to determine go-live readiness plan and strategy.
 - 6.2 Migrate Build to Epic Production Environment – Ensure that a build tracker is used for technical team to move all build to Epic production environment.

- 6.3 Go-Live – This is the actual event of the project going live. This will include all cutover activities and interfaces changes that are necessary to complete the implementation. Onsite support at locations with Super Users and SMEs.
- 7 Post-Live (Phase 5)
- 7.1 Lessons Learned – Review of the entire project and provide suggestions on how things could be done better next time a similar project is implemented.
- 7.2 Project Close Out – This is a post go live completion step. In this step the team will ensure the project has delivered all items listed in the High Level Project Scope section; if not a change request will be submitted to document the exclusion.

EXHIBIT C

**HARRIS HEALTH SYSTEM INFORMATION TECHNOLOGY COMMUNITY
CONNECT PARTNER SERVICE LEVEL SERVICE TERMS**

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Harris Health System
Information Technology

Community Connect Partner Service Level Support Terms



Harris Health System



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1 Statement of Intent

These Service Level Support Terms ("SLST") are extended to healthcare partners affiliated with Harris Health System (Harris Health) who are contractually authorized to utilize the Harris Health instance of the Epic electronic medical records ("EMR") system. These affiliate partners are known as Epic Community Connect Partners (hereinafter referred to individually as the "CCP") of the Epic Affiliate Services division of the Harris Health Information Technology department ("Harris Health IT").

These SLST define the information technology services ("IT services") and service level targets and specifies responsibilities between the CCP and Harris Health IT.

The purpose of these SLST is to ensure that the CCP and Harris Health IT have a clear and unambiguous understanding of the level of IT services to be delivered.

2 CCP and Harris Health IT Service Owners

Table 1 identifies the CCP and Harris Health IT Service Owner roles for these SLST.

Table 1: Organization Representatives and Responsibilities

Executive Contact(s)	CCP	Chief Executive Officer Chief Medical Director/Officer Chief Financial Officer Chief Information Officer Names to be submitted to Harris Health IT in writing by CCP prior to project go live and updated regularly as required.	Provides strategic direction and decision making Provides operational direction and decision making Approves major development or project requests and budgets Overall "Champion" CIO or the CIO designee will be responsible for approving submitted Change Order Requests.
Primary Contact(s)	CCP	Names to be submitted to Harris Health IT in writing by CCP prior to project go-live and updated regularly as required.	Primary point of contact for issues and announcements from Harris Health IT Schedules and facilitates internal issues review and prioritization meeting with CCP super users Schedules monthly issues prioritization review meeting with CCP Super Users and Harris Health IT Schedules quarterly leadership and Service Availability meetings with CCP leadership and Harris Health IT Approves all Harris Health IT change control acceptance documentation either individually or in conjunction with the original CCP requestor

			Initial point of escalation for support issues within CCP
PeopleSoft Administrators	CCP	Names to be submitted to Harris Health IT in writing by CCP prior to project go live and updated regularly as required.	Manages and maintains CCP employee information in the Harris Health PeopleSoft system
IT Service Owner	Harris Health IT	Manager, Epic Affiliate Services	Acts as liaison to the CCP user community Initial escalation point for CCP concerns and issues Facilitates requests from CCP which require coordination within Harris Health Ensures CCP is represented and/or engaged in planned IT changes that might affect CCP Ensures system requests are addressed in a timely manner Responsible for allocation of available Resources Provides issues and project status feedback during monthly CCP prioritization meetings Provides quarterly feedback on service level and service availability goals
IT Management	Harris Health IT	Administrative Director, Affiliate Services Director, Revenue Cycle Systems Director, IT Pharmacy Systems Director, Business Intelligence Director, Ancillary Services Director, Inpatient Services	Secondary escalation point for CCP Primary Contacts Responsible for resource staffing
IT Executive(s)	Harris Health IT	Administrative Director, Affiliate Services Administrative Director, Revenue Cycle Systems Administrative Director, Ancillary Systems	Responsible for strategic decisions regarding system design, projects, and resource allocation Secondary escalation point for CCP Executives
IT Senior Executive	Harris Health IT	Sr. VP and CIO or designee	Assist with issue escalations at a strategic level

3 Definitions of Key Terms

Business Impact Categories

- A. **LIFE SAFETY (Priority 1)** – Prevention of adverse effects related to medical care across a range of diagnoses or conditions. Examples: electronic medical record (EMR), lab interfaces, imaging interfaces, medication/immunization administration, Immunetrac interfaces, etc.
- B. **MISSION CRITICAL (Priority 2)** – Critical to avoid significant loss, fines, or penalties. Failure or disruption will result in the failure of essential services required for day-to-day business operations of the organization. Examples: Epic billing systems, network services, regulatory, grant, Meaningful Use/MIPS or other similar reporting tools,
- C. **ESSENTIAL (Priority 3)** – Failure or disruption will result in the failure of essential services required for day-to-day business operations of a department. Examples: Epic registration (Cadence) and HIM systems, Business Intelligence reporting systems, management, content/document management, Intranet.
- D. **NON-ESSENTIAL (Priority 4)** – Failure or disruption will result in the failure of non-essential services used for day-to-day business operations of a department. Examples: Care Everywhere, and patient portal.

CCP Leadership

The CCP Individual(s) who have the organizational authority to request new services or changes to existing services.

Force Majeure Event

Acts of God; acts of any civil, criminal, or military authority; fire; casualty; floods; war; terrorism; or mandatory compliance with any governmental act, regulation or request or other unforeseeable circumstances that prevent Harris Health IT from fulfilling its obligations under these SLST.

Incident

An unplanned interruption to an IT service, or a reduction in the quality of an IT service (i.e., slow performance).

IT Executive

The Harris Health individual who provides strategic decision-making regarding all CCP projects and system design changes that may affect multiple users of the EMR system. The IT Executive also serves as a tertiary escalation point for CCP executives. See also Section 8.1 below.

IT Management

The Harris Health individuals who serve as secondary escalation points for CCP concerns or issues. See also Section 8.1 below.

IT Service Owner

The Harris Health individual who serves as a business relationship manager, establishing and maintaining a good relationship between the service provider and the CCP based on understanding the CCP and their business drivers. The IT Service Owner works closely with IT Management and CCP Leadership to deliver high quality service. The IT Service Owner also serves as the initial escalation point for CCP concerns or issues. The IT Service Owner is responsible to the CCP for the initiation, transition, and ongoing maintenance and support of a particular service, and is accountable to Harris Health IT leadership for the delivery of the service.

Major Incident

The highest level of incident priority in terms of impact and urgency. Major incidents have a broader more significant impact than other levels of incidents. Major incidents involve disruption to business operations affecting many multiple users or departments, and/or immediately threaten patient care, safety, regulatory compliance, or financial loss.

Project

Enhancement requests requiring more than 80 effort hours and affecting only the requesting CCP. See Section 9 for more details.

Request

A formal act from a user asking for something to be provided (e.g., a request for information or advice, to reset a password, or to install a workstation for a new user). Requests are often submitted using the Harris Health IT Service Desk ticketing system.

Resolution Time

The amount of time Harris Health IT targets to restore an IT service or Service Asset to delivering its normal functionality after an incident.

Resources

Tangible assets that can include financial capital, infrastructure, applications, and people.

Scheduled Downtime

Planned period of system unavailability. System downtimes are usually scheduled for system maintenance and upgrades. Typically, these are scheduled during evening hours after outpatient clinics are closed.

Service Assets

Any resource or capability used to create value in the form of IT services. Any resource or capability used to deliver IT services to a CCP.

Service Availability

The proportion of scheduled uptime that a service is required to be available after removing the time associated with unplanned or unscheduled service interruptions. Scheduled hours are based upon hours of business operations.

Service Availability Target Percentage

The proportion of scheduled uptime that a service is required to be available after removing the time associated with unplanned or unscheduled service interruptions resulting in total service unavailability or performance degradation that renders the service unusable. Service interruptions caused by Force Majeure are excluded from the availability targets. Scheduled hours are based upon hours of business operations.

$$\text{Availability} = \text{Total Time Available} - \text{Total Time to Resolve Major Incident}$$

Harris Health IT designs its services to support availability based on priority to Harris Health and CCP operations.

Life Safety is the highest priority, with a 95.0% availability target for CCP clinic-based IT Services. These targets require the most expensive system design to achieve this level of performance. Table 2 below shows the system availability targets versus business criticality priorities. This is how Harris Health IT balances system costs versus business needs.

Table 2: Service Availability Target Percentage

Priority 1 = Life Safety	98.0%
Priority 2 = Mission Critical	98.0%
Priority 3 = Essential	98.0%
Priority 4 = Non-Essential	95%

Harris Health's ability to meet these availability target measures are subject to the Harris Center CCP having the appropriate level of redundancy built into the Harris Center's CCP's network.

Unplanned Service Interruption

An occurrence where the IT service is unexpectedly unavailable. This may also be known as an unplanned outage.

4. Services

These SLST cover services Harris Health IT may deliver, and provide support for, to CCPs. The IT services and products described below are intended to provide value to CCPs by facilitating clinical/business outcomes through Service Assets. Not all services or products shown below are available to every CCP. Service and product availability is defined in each individual CCP agreement with Harris Health.

Additionally, some of the listed services or products shown below may require additional costs and/or separate agreements with a third-party vendor. The CCP is solely responsible for executing agreements with third-party vendors, as necessary.

Table 3 below describes key IT services and associated products available to CCPs. This list is not exhaustive and may change as Epic services are added or retired.

Table 3: IT Service and Product Options

Clinical Systems	Behavioral Health Care Everywhere (HIE) Customer Relationship (Call) Management (CCM) EpicCare Ambulatory EpicCare Clinical Case Management EpicCare Inpatient EpicCare Link Haiku and Canto Imaging Interfaces ImmTrac Interfaces Limerick MyHealth (a/k/a MyChart) Nurse Triage Welcome Patient Kiosk Willow Ambulatory Pharmacy Willow Inventory Willow Inpatient Pharmacy Wisdom General Dentistry	Admin Director, Epic Affiliate Services
Business Intelligence Services	Cogito Analytics Suite Caboodle Slicer Dicer	Director, Ancillary Systems
Drug Reference Library	Lexicomp® Drug Reference	Director, IT Ancillary Pharmacy Systems
Electronic Prescription Ordering System	Epic Ambulatory ePrescribe via Surescripts	Admin Director, Epic Affiliate Services
IT Operations	Citrix InterSystems Cache VPN Printing	Admin Director, IT Engineering
Lab Interfaces	LabCorp Incoming/Outgoing Quest Incoming/Outgoing	Admin Director, Epic Affiliate Services
Physician and Patient Education Content	Exitcare Patient Information UpToDate	Manager, Epic Technical Services
PeopleSoft	Person of Interest	Director ERP Svcs
Personal Health Terminology & Procedures/CPT Data Library	Intelligent Medical Objects (IMO)	Manager, Epic Technical Services
Reporting & Analytics	Clinical Dashboards	Admin Director, Epic

	Disease Registry Epic EMR Ambulatory Reporting Healthy Planet Meaningful Use (MU) Merit-Based Incentive Payment System (MIPS) UDS Reporting Epic Business Reporting	<i>Affiliate Services</i> Admin Director, Revenue Cycle Business Systems
Revenue Cycle Business Systems	ADT/Grand Central/Prelude Registration Cadence Scheduling Claims Health Information Management (HIM) Resolute Hospital Billing Resolute Professional Billing Referrals	Admin Director, Revenue Cycle Business Systems
Security	Imprivata	Director, Platform Engineering

4.1 Clinical Systems

Harris Health IT offers ambulatory EMR system services that support the full spectrum of healthcare management and documentation. In some situations, depending on the terms of the agreement between the CCP and Harris Health, inpatient EMR services may also be available.

4.1.1 Behavioral Health

Epic's Behavioral Health module supports the confidentiality required for mental health and substance abuse records. The EMR system accommodates treatment team-based documentation, bulk documentation of group therapy, and day treatment programs, among other workflows.

4.1.2 Care Everywhere

Epic's Care Everywhere module allows physicians and other providers to view care received by their patient at other Epic healthcare providers. Patient care details are requested from the participating outside institution and displayed in a standard continuity of care document (CCD) format. Also included is Care Elsewhere, which allows access to view patient care data from non-Epic EMR systems as long as the CCP is a member of health information exchanges of which Harris Health participates (i.e., Greater Houston Healthconnect). It is the responsibility of the CCP to execute a separate agreement with each health information exchange.

4.1.3 Customer Relationship (Call) Management (CRM)

The CRM module helps CCP staff serve patients, physicians and other providers, insurers, and other individuals who call for information. Users can quickly record contact information, review correspondence histories, and flag issues for follow-up.

4.1.4 EpicCare Ambulatory

EpicCare Ambulatory is one of the main and largest components of the Epic EMR System. Primary care and specialty clinicians use the EpicCare Ambulatory module to document visits, place orders, perform procedures, review results, and send communications to patients.

4.1.5 EpicCare Clinical Case Management (CCM)

The CCM module equips hospital case managers with tracking tools, utilization review functions, and payer connections for authorization. The module also provides a discharge placement activity which streamlines communication of placement requests and tracks data exchange with post-acute care facilities.

4.1.6 EpicCare Inpatient

The EpicCare Inpatient tools connect the care team to a single patient record, clinical pathway, and care plan, with outside data in the same single view, ensuring that decisions are based on up-to-date information and that care transitions are well coordinated. Built-in analytics inform staff of potential patient deterioration in real time and help nursing teams balance workload acuity. Integrated remote-monitoring and mobile device functions provide the ability to intervene. The application supports ICU/critical care and medication safety with barcoded medication administration, as well as optional waveform integration.

4.1.7 EpicCare Link

Healthcare organizations often interact with community physicians who do not have Epic or access to any EMR system. Those providers can be given access to Epiccare Link, a web-based portal which allows them to have limited use of the EMR. EpicCare Link users may view activity for their patients who have received care at Harris Health System and associated healthcare organizations. This is typically configured to provide read only access, meaning the external providers cannot place orders or perform any other clinical activity. CCPs may request this module be extended to external providers, referred to specialty providers, or to auditors.

4.1.8 Halku and Canto

Epic Halku and Canto are Epic apps for Android and Apple phones and iPads that allow physicians and other providers to access a limited version of EpicCare Ambulatory while on the go.

4.1.9 Imaging Interfaces

Harris Health IT Imaging Interfaces may be established on a case by case basis to connect CCP devices with Epic.

4.1.10 ImmTrac Interfaces

Harris Health IT maintains an interface to the Texas state ImmTrac Immunization system. Currently, Immunization administrations documented in Epic are passed to ImmTrac for patients with a consent documented in ImmTrac. Future consent and bi-directional interfaces are will be coordinated when available in the state ImmTrac system.

4.1.11 Limerick

Limerick extends mobile notifications to an Apple watch.

4.1.12 MyHealth (a/k/a MyChart)

MyHealth is the Harris Health brand name for the Epic product, MyChart. This is the web-based patient portal system that allows patients to review and manage their medical record. The patient can view test results, past and future visits, orders, medications, and more. The patient can also request appointments with physicians, and ask non-urgent medical questions. A supporting app for Android and Apple devices is also available.

4.1.13 Nurse Triage

The Nurse Triage module helps users handle patient calls to deliver timely, effective care advice. This module supports nurses throughout the triage process, providing chart access and popular clinical protocols in a user-friendly format.

4.1.14 Welcome Patient Kiosk

Welcome Patient Kiosk is touch-screen based and supports multi-lingual displays, providing self-service check-in, wayfinding, appointment itineraries, and questionnaires. Native integration with Epic access and billing systems lets patients set up payment plans, make payments, and update registration information at the kiosk.

4.1.15 Willow Ambulatory Pharmacy

Willow Ambulatory Pharmacy module automates workflow, communication, and decision support in the outpatient pharmacy setting. Like its inpatient counterpart, this module is an integrated part of the EMR, reducing redundant order entry, improving pharmacist access to patient information, and streamlining everyday pharmacy functions.

4.1.16 Willow Inventory

Willow Inventory supports multi-facility medication inventory management. This module provides automated balance updates based on dispense and transfers, recording of returns and waste, easy intra-facility stock transfers, automated purchase order generation, interfaces to medication wholesalers, etc.

4.1.17 Willow Inpatient Pharmacy

Willow Inpatient Pharmacy module automates pharmacy communication and workflow while coordinating ordering, dispensing, and charging activities. Integrated with EpicCare Inpatient and Epic's embedded decision support engine, Willow Inpatient Pharmacy delivers proactive guidance and financial support suggestions.

4.1.18 Wisdom General Dentistry

Wisdom General Dentistry provides a tooth chart for documenting discrete findings and displaying the patient's oral health related to those findings. With treatment planning, dentists can document plans to treat patients' oral problems and manage preventive care. Wisdom General Dentistry builds on the subset of dental features available in EpicCare Ambulatory, including periodontal charting and soft tissue exam.

4.2 Business Intelligence Services

The healthcare industry is undergoing a pivotal period as the industry transforms in response to such forces as value-based care and digital business. Data and information are ubiquitous in delivering patient care, population health management, personalized medicine, evidence-based care, virtual care, patient engagement, and financial strategies.

Harris Health IT offers robust and comprehensive Business Intelligence Services to empower decisions "at the point of impact" providing decision makers access to the most relevant information to address immediate issues, support business decisions, and affect change. Our Business Intelligence Services are capable of integrating cross- and inter-departmental processes and information resulting in a single point of truth and consistent data that decision makers can trust. Our Business Intelligence Services enable healthcare analytics, so that Harris Health can make operational improvement decisions, increase transparency, change business processes, and drive better overall performance through current and predictive views of business operations.

4.2.1 Cogito Analytics Suite

Cogito Analytics Suite delivers actionable clinical and business intelligence across all Epic applications, based on the user's role and workflow. Configurable dashboards and flexible reporting tools allow organizations to manage patient populations, analyze and benchmark clinical and operational performance, and monitor improvements for key areas of focus.

4.2.2 Caboodle

Caboodle, the integrated data warehouse, allows CCPs to combine Epic data with key pieces of external data and features a standard dimensional data model optimized for performance and reporting ease.

4.2.3 Slicer Dicer

Slicer Dicer is a unique exploration tool, designed to help researchers, physicians, and other end users quickly investigate hunches without formal analytics training.

4.3 Drug Reference Library

Harris Health IT offers a comprehensive Drug Reference Library. Pharmacists, physicians, other providers and nurses can access concise and in-depth content with one click within the Order Entry feature to find answers quickly and efficiently. This assists with making safe medication decisions. This reference library tool is also accessible from mobile devices, providing access on the go and wherever access is needed. Available patient education materials are reader-friendly and easy to understand, helping patients better understand information about their medications and overall care. Our solution supports the Meaningful Use Stage 2 requirement for retrieval of reference information.

4.3.1 Lexicomp® Drug Reference

Lexicomp® Drug Reference provides pharmacists with drug information to support medication safety. Lexicomp® Drug Reference provides comprehensive clear, concise, and accurate information, which is updated daily by Lexicomp in-house clinical staff. The Lexicomp® Drug Reference database includes dosing by:

- Dosing by
 - o Route
 - o Population
 - o Indication
- Renal/hepatic impairment adjustments
- Special FDA alerts/Black Box warnings
- Drug interaction analysis
- Clinical pearls addressing anesthesia, cardiology, critical care, oncology, mental health and more

4.4 Electronic Prescription Ordering System

Harris Health IT offers electronic prescribing (e-Prescribing) system services to generate and transmit permissible prescriptions electronically. Our solution supports the Meaningful Use requirement to have 40% of all prescriptions written by a provider transmitted electronically using certified electronic health record technology. E-Prescribing (or eRX) is a fast, efficient way to write/re-order and transmit prescriptions. E-Prescribing has pre-set fields so all the required information for prescriptions are entered and automatically stored in the patient's record for easy review during follow-up visits or for transitions to other providers. E-Prescribing increases overall patient satisfaction because the prescriptions can be automatically transmitted to a pharmacy of their preference. Our ePrescribing services provide guided dose algorithms to assist providers.

Providers also have the opportunity to query a formulary to ensure the drug selected is covered by the patient's health plan to assist in reducing costs to the patient..

4.4.1 Epic Ambulatory ePrescribe via Surescripts

This is an Epic System module that allows physicians and other providers to place prescription orders in Epic and route prescriptions to the internal CCP or to selected external retail pharmacies using Surescripts services. This may require the CCP to execute a separate agreement directly with Surescripts.

4.5 IT Operations

4.5.1 Citrix

Citrix enables business mobility through the secure delivery of apps and data to any device on any network connected with the Harris Health IT system network.

4.5.2 VPN Printing

Epic printing technology extended via Harris Health IT ensures reliable and timely reporting of patient-related Epic documents such as after visit summaries and prescriptions.

4.6 Lab Interfaces

Epic can currently interface to LabCorp or Quest reference labs. CCP accounts can be added to these existing interfaces if the CCP has an existing, separate agreement with the desired reference lab(s). Additional lab interfaces may be developed at an additional cost to satisfy needs of individual CCPs. Development of new lab interfaces may require additional development and/or support fees.

4.7 Physician and Patient Education Content

4.7.1 Exitcare Patient Information

ExitCare makes patient education materials, discharge instructions and drug information sheets easily accessible within provider workflows. This data library is maintained in the Epic EMR. Clinical users can download, print and directly document everything they share and permanently archive it in the patient's EMR.

4.7.2 UpToDate

UpToDate is an evidence-based, clinical decision support tool used by physicians and other providers to answer clinical questions and support treatment decisions. Users are able to find reliable answers quickly and easily with online tools. These tools are shown to help optimize health outcomes and mitigate patient harm.

4.8 PeopleSoft

4.8.1 People of Interest

Harris Health IT extends the use of its PeopleSoft system to allow CCP organizations to self-manage CCP staff who should be allowed access to the Epic EMR system. CCP administrators will be designated by the CCP and trained by Harris Health to add/edit/remove CCP specific job codes and associated employees, known as "Persons of Interest" (POI). This POI management process will ensure creation of Active Directory (AD) login accounts, passwords, and setup of appropriate Epic EMR security.

4.9 Personal Health Terminology & Procedures/CPT Data Library

4.9.1 Intelligent Medical Objects (IMO)

Harris Health IT maintains a monthly load of IMO clinical interface terminology used to map diagnostic terms to medical concepts and billing codes. Providers rely on IMO data to access valid ICD-10 diagnostic codes.

4.10 Reporting and Analytics Services

4.10.1 Clinical Dashboards

Existing Harris dashboard build may be extended to CCPs pursuant to the agreement between the CCP and Harris Health. Possible examples include:

- Primary Care Physician (PCP)
- Case Management
- Department-based
- Executive

4.10.2 Disease Registry

Existing Harris Health disease registry build can be extended to CCPs pursuant to the agreement between the CCP and Harris Health. Possible examples include:

- Asthma
- CHF
- COPD
- Diabetes
- Hypertension

4.10.3 Epic EMR Ambulatory Reporting

Existing Harris Health IT report build can be extended as appropriate to CCPs. Possible examples may include:

- Patient Centered Medical Home
- Meaningful Use
- Merit-Based Incentive Payment System (MIPS)
- Reporting Workbench Template Library
 - Diabetic patients due for various tests
 - Encounter analysis by location
 - Find orders placed
 - Healthy Planet diabetes reports
 - Patient encounters by provider
 - Patients needed colorectal cancer screening
 - Patients with ACM FYI flag
 - Patients with MRSA FYI flag
 - Patients with specified diagnosis for selected provider
 - PCP patient panel
 - Pedi patients needing immunization
 - Positive HIV results

4.10.4 Epic Business Reporting

- UDS Related Reporting
- Admitted Patients and Providers
- Admitted Patients with their Coverage
- Behavioral Health Completed Visits
- Closed Encounters
- DH Closed Encounters by Financial Class
- DH Closed Encounters by Financial Class
- Encounters by Ethnicity
- Encounters by Provider
- Encounters with Patients Zip Code
- Enterprise Payments
- Female Patients Encounters
- Not Closed Encounters
- Patients with BMI
- Patients with Dx
- Patients with HBA1C
- Patients with HTN and BP
- Patients with The Blood Pressure
- Payments Report
- Provider Encounters by Age
- Well Child Visits
- Monthly Adjustment

Monthly Charge
Monthly Payment
Encounter Charge Reconciliation
All Accounts
Patient Discharge
Transaction Report from <startdate> to <enddate>
Aging Report (by Plan)
Executive Summary Report (by Financial Class and by Payor)
Dashboard
Daily Appointment
Rescheduled
Radiology Orders
Behavioral Health Orders
Outside Referrals

4.10.1 Healthy Planet

Healthy Planet is an EHR-neutral, integrated population health platform designed to help you identify, engage, and treat high-risk and high-cost populations of patients. It is a direct outcome of the Affordable Healthcare Act, which established voluntary entities called Accountable Care Organizations (ACO). An ACO is set up to pay providers not just for delivering services, but for the healthy outcome of the patients who are enrolled in the ACO. Healthy Planet provides a suite of reports, dashboards, and workflow tools that allow care managers to manage patient populations in and apart from ACOs. Risk stratification and predictive point-of-care metrics summarize your population health progress, identify gaps in care, and coordinate intervention. The additional Healthy Planet Link portal extends key information and functions to external affiliates and non-traditional community care providers.

4.11 Revenue Cycle Business Systems

4.11.1 ADT/Grand Central/Prelude

Grand Central/ADT/Prelude is an enterprise-wide patient registration and tracking system, giving staff the tools to manage patient stays from pre-admission through discharge — including bed planning, housekeeping, patient transport, transfer center support, and predictive utilization analytics.

4.11.2 Cadence Scheduling

Cadence is the Epic EMR scheduling module for outpatient and specialty clinics. Any time a patient has an appointment with a doctor, scheduling staff will use Cadence to book the appointment and then check the patient in on arrival. The physicians and other staff are able to see the schedule for the entire clinic or just for the physician or staff's own patients.

4.11.3 Claims

Harris Health uses data captured in the Epic EMR to produce electronic claims. Typically Harris Health provides this information to an external, third-party clearinghouse vendor. Harris Health designs and produces claims forms and transmits these to a designated vendor for review. Claims submissions and acceptance are also managed in the Epic EMR. Harris Health does NOT review or process claims itself and is not responsible for such services provided by any third-party vendor with whom the CCP may choose to independently contract.

4.11.4 Healthcare Information Management (HIM)

EPIC's HIM module provides tools that simplify healthcare records management tasks. It has built-in functions for tasks like chart tracking (including tracking deficiencies), release of information functions, and coding and abstracting configurations.

4.11.5 Resolute Hospital Billing

Resolute Hospital Billing is used to manage all the CPT charge records and billing processes for professional and technical fees of a CCP clinic. Workqueue management tools and deep reporting combine with a full range of billing and accounts receivable abilities – allowing users to bill acute, emergency department, and hospital outpatient charges in a single system.

4.11.6 Resolute Professional Billing

Resolute Professional Billing streamlines charge entry, follow-up, payment posting, reporting, and other revenue cycle activities. It supports paperless collection and helps you submit clean, accurate claims, minimizing denials and helping keep account receivable days low.

4.11.7 Referrals

The Referral system allows management of referrals initiated by providers using clinical orders. Internal and external referrals to a non-Harris specialty provider may be manually reviewed, managed, and scheduled. Referrals to Harris Health will be transmitted electronically to the Harris Health specialist review team.

4.12 Security

Digital Identity is the cornerstone of Imprivata, the security tool used by Harris Health. This non-Epic product enables effective, efficient, secure, and compliant access and management for the systems, applications, and data that providers need to deliver quality care. Harris Health employs both multi-factor authentication and tap-and-go, single sign-on solutions from Imprivata to ensure protected health information stays protected.

5 Support Services Scope

5.1 Harris Health IT Responsibilities

Harris Health IT will provide the CCP the following support in accordance with Section 6.2.

NORMAL SUPPORT (*daily/weekly/annually*)

Technical and Operational Support <ul style="list-style-type: none">• Backup and data integrity• Disaster systems• Epic software-related printing• Incident issue resolution• Interface support• Provision and de-provision of system access Other/Miscellaneous <ul style="list-style-type: none">• CA ticketing system to submit and manage security and system requests• IT application education• Liaison access / assistance• PeopleSoft access and training• Request issue fulfillment• System documentation• Surescripts provider setup• User group coordination	Epic Application Support <ul style="list-style-type: none">• Billing and claims support• Cadence appointment scheduling support• Clinical support• Creation and maintenance of role-based security templates• Department build and maintenance• Development of solutions to meet unique CCP business needs• HIM support• Incident issue resolution• Meaningful Use/MIPS• MyChart patient portal• Prelude patient registration support• Small reports• Self-reporting tools
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QUARTERLY AND ANNUAL MAINTENANCE (*as needed*)

Technical and Operational <ul style="list-style-type: none">• Routine Maintenance	Applications <ul style="list-style-type: none">• Migration and optimization of existing solutions to new technology• Routine application maintenance/upgrade
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5.2 Support Service Exclusions

The following support services are not included in the scope of these SLST:

- Credentialing of medical services staff;
- Maintenance of CCP staff in PeopleSoft;
- Support of CCP owned hardware, network, or software; and
- Execution and administration of agreements with third party organizations, service providers, and vendors.

5.3 CCP Responsibilities

CCP will manage and assume responsibility for the following including, but not limited to:

- CCP-owned network installation and support;
- Hardware purchase, installation, and upgrades;
- Hardware troubleshooting and resolution;
- Maintenance of CCP staff and job codes in PeopleSoft/POI;
- First line of Epic support via CCP Super Users;
- Ensuring staff complete required product training and skills assessments prior to receiving Epic EMR access;
- Scheduling and coordinating CCP user group, governance, and prioritization meetings;
- Internal prioritization of new or competing application and report development requests;
- Internal coordination of issues escalation to the Harris Health IT Service Desk;
- Timely, internal dissemination of scheduled system downtimes, system upgrades, planned user acceptance testing opportunities, incidents and other communications forwarded to key CCP contacts by Harris Health IT;
- Monitoring and management of CCP cost, billing and claims processes;
- Attestation or submission of any regulatory reports, including validation of data in said reports;
- Quarterly or bi-annual attestation of assigned security access for active CCP staff;
- Responding in a reasonably prompt manner to Harris Health IT communications; and
- Any additional costs for enhancements or specific services such as custom reports, new modules, etc.

6 CCP Support

CCP SUPER USERS. The CCP will assign staff at each worksite to serve as Super Users for each Epic module or business workflow. Super Users will be the first point of contact for EMR system issues and will work to resolve issues prior to escalating to Harris Health IT.

HARRIS HEALTH IT SERVICE DESK. When issues cannot be resolved by the Super User, the CCP may contact the Harris Health IT Service Desk by dialing (713) 566-4357. The Harris Health IT Service Desk should be the first point of contact at Harris Health to report incidents and Requests. The Harris Health IT Service Desk is dedicated to resolving incidents or fulfilling Requests as the first point of contact.

The Harris Health IT Service Desk is staffed 24x7.

Both Requests and Incidents can be reported during normal business hours of 6:00 AM to 6:00 PM to the Harris Health IT Service Desk.

From 6:00 PM to 6:00 AM the Harris Health IT Service Desk is operated by the Harris Health IT Operations Team. The CCP should only contact the Harris Health IT Service Desk during this time period for Incident reporting. On-call, after-hours applications support staff are available when Incident resolution cannot wait until the following day.

Additionally, an online Harris Health IT Service Desk Self-Service portal system is available 24x7 for Requests only. The online entry system should NOT be used for Incident reporting.

Emails to Harris Health application support analysts should NOT be used as the first point of contact for issues.

IT SERVICE OWNER. When uncertain about what to ask or who to contact, the IT Service Owner will serve as liaison between the CCP and other Harris Health teams or organizations.

6.1 Support Accessibility

Table 4 provides the hours that Harris Health IT Service Desk analysts and Epic application staff will be available.

Table 4: Support Accessibility Hours

6:00 AM to 6:00 PM: Harris Health IT Service Desk analysts available	Staff available 24x7
8:00 AM to 6:00 PM weekdays: Application analysts available	
After hours and weekends: Operations and On-call support	
Typically approved outage windows: Sundays, 11:00 PM to 5:00 AM, as scheduled.	

6.2 Standard Incident and Request Service Level Targets

Incidents and Requests not resolved or fulfilled by the Harris Health IT Service Desk are categorized and transferred to the appropriate IT group for resolution or fulfillment. The service level targets for standard Incidents and Requests reported by the CCP are shown in 5 below and include the most common Incident and request categories.

Table 5: Standard Incident/Request Service Level Targets

Breakfix (Incident)	System no longer works as expected/previously. An Unplanned Service Interruption to a service or a reduction in the quality of a service (i.e., slow performance). Typically, an Incident impacts an individual user with limited scope (unable to print, cannot open a chart, etc.).	Within 1 business day
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Account Setup	Setup of new users with existing security build	Varies based on requirements
Account Unlock	Unlock accounts that have been inadvertently locked, usually due to faulty entry of passwords. Leadership approval may be required for accounts locked due to inactivity, which may require more time to resolve.	Within 1 hour
Content	Updates to existing documentation tools that are limited in scope. Typically affects a single program area.	Varies based on requirements
Enhancement	New business that introduces new workflows or affects multiple clinic, ancillary, and/or business areas. Must be prioritized.	Varies based on requirements
How-To	Users uncertain how to perform/execute a function that is normally expected to work. May be converted to a breakfix or other category after research.	Within 2 business days
Information/ Consultation	Questions or requests for general application information. May include exploratory conversations about a desired future workflow.	Within 1 business day
Major Incident	System outage or significant performance issue affecting all or a significant portion of users	Within 4 hours
New Departments	Creation of new location/departments. If not an extension of an existing program type (i.e., Family Practice, OB/GYN, etc.), then additional build may be required which might require the category be reset to Enhancement.	Varies based on requirements
Password	Reset for any Harris Health network or EMR system accounts <u>Users typically receive password resolution within 5-10 minutes of speaking with a Harris Health HelpIT Service Desk analyst.</u> <u>Also, the Harris Health Help Desk phone system includes a selection option for providers to use which places them in a prioritized queue for accelerated assistance.</u> <u>Lastly, a self-service password reset feature is available to allow all users the ability to immediately reset their password themselves if security responses are satisfied.</u>	Four (4) hours
Printing	Reports that previously printed are no longer printing. Should be reported to Harris Health IT only after investigation by CCP's internal network	Varies based on requirements

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	and/or hardware team.	
Product Backlog	Request has not been prioritized or is currently on hold.	Varies based on requirements
Reports/New Report	Creation of a simple report or modifications to an existing report. If new report development is complex, may be reclassified as an enhancement.	Varies based on requirements
Research	Issues requiring research from analysts. May be reclassified to a breakfix, maintenance, or enhancement request.	Within 5 business days
Routine Maintenance	Build required to continue with normal operations. Examples include new lab orders, updates to letters/smarttools used by a single department, adding providers to MyHealth, etc.	Within 2 business days
Security	Updates to existing user security templates or creation of new templates. Any security changes requires approval of the Harris Health Corporate Compliance Officer or designee. Creation of new security templates for new employee types will require additional lead time.	Varies based on requirements
Software Upgrade (a/k/a Vendor Enhancement)	Implementation of RA/SU's received from Epic to provide new functionality or to resolve patient safety issues.	Varies based on requirements

6.3 Incident and Request Reporting

Harris Health IT will monitor and report service level targets to the CCP on a quarterly basis or upon request. The IT Service Owner will review the service level results with the CCP on a quarterly basis to acknowledge achievements or actions required to correct or improve the level of service delivered.

6.4 Incident and Request Activity Reporting

Harris Health IT will monitor and report service hours provided to each CCP. Quarterly reports will be provided detailing the utilized service hours by CCP service area and category type. The IT Service Owner will review these reports with the CCP to acknowledge and manage utilization of available service hours.

6.5 Status Reports for Corrective Actions or Workarounds

Harris Health IT will provide to the CCP's Chief Information Officer or his/her designee prompt and timely progress reports regarding the status of ongoing corrective actions and workarounds.

7 Service Availability and Downtime

CCPs will be informed by Harris Health IT in advance of any Scheduled Downtimes and receive status announcements during the Scheduled Downtime.

Unplanned or unscheduled service interruptions can be caused by manmade events, such as a severed phone line, or by Force Majeure Event. Should this occur, every possible effort will be made by Harris Health IT to communicate details and expected Resolution Time, if known. During a downtime, CCPs should capture Epic business and clinical documentation manually. This information may be used to update the EMR System after the downtime has been resolved.

Downtime communications, for both planned or unplanned events, will generally be made by Harris Health IT via email to key CCP contacts designated by the CCP. It will be the responsibility of the CCP to ensure Harris Health IT has a current and complete list of key CCP contacts. Additionally, it will be the responsibility of the CCP key contacts to disseminate the downtime information within the CCP.

7.1 Service Availability Targets

Table 6 below sets forth Harris Health IT service availability targets by both service and expected priority categories.

Table 6: Service Availability and Priority

Clinical Systems	Behavioral Health Care Everywhere Customer Relationship (Call) Management EpicCare Ambulatory EpicCare Clinical Case Management (CCM) EpicCare Inpatient EpicCare Link Haiku and Canto Imaging Interfaces Immtrac Interfaces Lab Interfaces Limerick MyHealth (a/k/a MyChart) Nurse Triage Welcome Patient Kiosk Willow Ambulatory Pharmacy Willow Inventory Willow Inpatient Pharmacy Wisdom General Dentistry	Priority 1 – Life Safety Priority 2 – Mission Critical	98.0%
Business Intelligence	Caboodle Cogito Analytics Suite	Priority 3 – Essential	98.0%

Services	Slicer Dicer		
Drug Reference Library	Lexicomp® Drug Reference	Priority 3 – Essential	98.0%
Electronic Prescription Ordering System	Epic Ambulatory ePrescribe via Surescripts	Priority 1 – Life Safety	98.0%
IT Operations	Citrix VPN Printing	Priority 3 – Essential	98.0%
Patient Education Content	Exitcare Patient Information	Priority 3 – Essential	98.0%
Personal Health Terminology & Procedures/CPT Data Library	Intelligent Medical Objects (IMO)	Priority 3 – Essential	98.0%
PeopleSoft	Person of Interest	Priority 3- Essential	98.0%
Reporting Services	Dashboards Disease Registry Epic Business Reporting Epic EMR Ambulatory Reporting	Priority 3- Essential	98.0%
Revenue Cycle Business Systems	ADT/Grand Central/Prelude Cadence Claims HIM Hospital Billing Referrals	Priority 3- Essential	98.0%
Surescripts	E-prescribing	Priority 3- Essential	98.0%

7.2 Service Availability Reporting

Harris Health IT will monitor and report Service Availability against the agreed upon Service Availability Target Percentage. The IT Service Owner will review the Service Availability results with the CCP on a quarterly basis to acknowledge achievements or actions to correct or improve the level of service delivered. The CCP is responsible for scheduling quarterly meetings to include appropriate CCP participants at the CCP site.

8 Service Complaints

Harris Health IT proactively monitors CCP satisfaction through customer satisfaction surveys distributed to requesters of IT services upon closure of the reported incident or Request. The IT

Service Owner will review the customer satisfaction survey results related to the IT services within these SLST with the CCP to acknowledge achievements or actions to correct or improve CCP satisfaction.

8.1 Issues Escalation

Service complaints, outside of the customer satisfaction survey process, must be reported by the CCP to the IT Service Owner. The Epic Affiliate Services Manager will investigate the complaint and work with the CCP to identify the cause and appropriate remedial action. The IT Service Owner will maintain a register of all complaints and track the complaint to ensure acceptable progress is being made or escalate to IT Management or the IT Executive, as applicable. The IT Service Owner will provide the CCP with status updates of all reported complaints and the actions required to resolve the complaints.

Reported issues or concerns that are not addressed within the target Resolution Time should be escalated to IT Management or the IT Executive.

9 Enhancement Requests and Projects

Projects may include, but are not limited to, requests for new module implementation, new features, report development, new interfaces, or other large system modifications.

Effort hours estimates will be determined by Harris Health IT based on scope, complexity, and resource requirements. Projects may include, but are not limited to, new module implementation, report development, or other large effort build modifications.

Projects must be approved and prioritized by both the CCP Leadership and the IT Service Owner prior to initiation of the project. Requests which also affect other users of the Epic EMR system will require additional approval from Harris Health clinical, operational, or IT leadership, as well as other affected CCP partners.

Additional fees for approved projects or enhancement requests will be set forth in a Change Order Request as briefly described in Section 9.1 below.

9.1 Additional Fees and Costs

Custom development or enhancement requests requiring more than 80 effort hours will be defined as a Project, as referenced above.

Medium Projects are defined as requiring 80-200 effort hours within a 2-6 month period.

Large Projects are defined as requiring 200+ effort hours to complete within a 6-12+ month period.

Note that effort hours are not elapsed project time. Project time can be longer depending on a variety of factors.

Project costs are not included in the annual support costs. Projects will be defined, approved, and billed separately as described herein. Harris Health IT and the CCP will agree on the requirements and estimated costs prior to Project initiation. CCP Leadership must authorize the Project and

estimated Project costs by executing a Change Request Order prepared by Harris Health IT. Project costs will be estimated and billed using the rate set forth in the agreement between the CCP and Harris Health.

Project status meetings will be hosted by the IT Service Owner and key analysts on a regular basis (weekly, bi-weekly or monthly) while the Project is in progress. A report of effort hours to date will also be made available to the CCP by the IT Service Owner on a monthly or quarterly basis.

10 Governance Structure and Process

10.1 Monthly Service Request Review and Issue Prioritization

The CCP will initiate and schedule monthly IT service review meetings with the IT Service Owner and CCP Leadership. The purpose of these meetings will be to review recent request activity, prioritize CCP development requests, capture CCP concerns and issues, and report upcoming changes that may affect the CCP. Meetings will be hosted at the CCP site and attended by Harris Health IT representatives. If the CCP is unable to provide a meeting space at the CCP site, with adequate notice, the CCP may request a meeting space be secured at a Harris Health IT location.

10.2 Quarterly Service Reporting and Review Meetings

The IT Service Owner will initiate a quarterly service review meeting with CCP Leadership. The purpose of these meetings will be to review the overall performance of the IT services.

The IT Service Owner will provide the CCP with an IT services report. The IT service report will provide Service Availability, Incident and Request response times, support threshold utilization, and CCP satisfaction performance metrics for the last 12 months. The status of any enhancement requests and complaints will also be reviewed during these quarterly review meetings.

10.3 Service Complaints

Service complaints are an expression of dissatisfaction related to overall quality and relevance of IT Services, and the ability of Harris Health IT to meet its obligations under these SLST. CCP agrees to escalate any service complaints as follows:

- First level concerns should be addressed directly with the team assigned to the task.
- If the CCP does not agree that concerns have been addressed in a reasonable time or manner, the CCP may escalate to the Harris Health IT liaison and/or IT Service Owner. (Not all CCPs have a separate liaison.)
- If concerns are still not addressed as expected, the CCP may escalate to the Administrative Director, Affiliate Services.
- Lastly, the CCP may escalate to the IT Senior Executive.

At each escalation point, when communicating via email the CCP will include the previously contacted Harris Health IT escalation party(ies) to ensure complete communication and transparency.

10.4 Physician Builders Guidance and Compliance

To ensure compliance with Harris Health's strategic EMR System design, any approved, certified CCP physician builder will be assigned a Harris Health IT Analyst Partner.

The Harris Health IT Analyst Partner will:

- Provide technical guidance;
- Ensure compliance with Harris Health's strategic design and build;
- Oversee test build;
- Assume responsibility for change control management and build migration; and
- Make regular workshop sessions available for builders to work on new build with the support of the Harris Health IT Analyst Partner.

The approved, certified CCP physician builder will:

- Provide the Harris Health IT Analyst Partner with appropriate change control documentation; and
- Comply with Harris Health IT design and technical build requirements as defined by the Harris Health IT Analyst Partner.

11 Revision History

These SLST are reviewed annually, unless a change to a Harris Health IT service, associated product, or business need occurs that affects these SLST.

07/2009/04/20 19	2		Administrative Director, Epic Affiliate Systems, Harris Health
			Administrative Director, EMR Systems, Harris Health
			Administrative Director Revenue Cycle Systems, Harris Health
			Administrative Director Ancillary Systems, Harris Health
			Sr. VP and CIO, Harris Health

EXHIBIT D

SAMPLE CHANGE ORDER REQUEST FORM

CHANGE REQUEST			
Title:			
Request No:		Functional Area:	
Requestor:		Requestor Title:	
Request Date:		Priority (Critical, Important, Desirable)	

Change Description:	
Expected Costs:	
Targeted Acquisition/ Implementation:	
Recommendation:	

Change Request Status ☐ Accepted ☐ Rejected

<AFFILIATE ORGANIZATION NAME> Sign-Off*:

<Affiliate Organization Name>

Date

*This Change Request will not become final until incorporated into an amendment to the agreement between Harris Health and Harris County Juvenile Board on behalf of the Harris County Juvenile Probation Department to be signed by authorized representatives of both Parties.

EXHIBIT E

INTERSYSTEMS CACHE SOFTWARE ADDENDUM STANDARD ADDENDUM - INTERSYSTEMS

A part of the software supplied to the Harris County Juvenile Board (Board) on behalf of the Harris County Juvenile Probation Department (Department) by Harris Health consists of the software (either M or Caché, as applicable) from InterSystems Corporation of Cambridge, Massachusetts (the "Sublicensed Software"). The following terms and conditions apply to the sublicense of the Sublicensed Software from Harris Health to the Department ("User"), as required and authorized by InterSystems.

1. REPRESENTATION OR WARRANTIES OF INTERSYSTEMS

EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTERSYSTEMS DOES NOT MAKE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBLICENSSED SOFTWARE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBLICENSSED SOFTWARE.

a. InterSystems hereby represents and warrants as follows:

- (i) InterSystems has (a) valid title to the Sublicensed Software, free of all liens, encumbrances, restrictions and claims of others, (b) the right to license the same to Epic, and (c) the right to license Epic and Harris Health to grant sublicenses of the type granted to User by Harris Health.
- (ii) Any Sublicensed Software services performed hereunder or under any Sublicensed Software maintenance agreement between InterSystems and Harris Health shall be performed by highly skilled personnel qualified to perform such services and such services shall be performed in a professional and workmanlike manner in accordance with the then prevailing standards of the computer services industry.
- (iii) The Sublicensed Software and its use do not and will not violate or infringe upon any currently issued United States patent or any copyright, trade secret or other property right (whether conferred by statute, code, common law, or otherwise) of any other person or entity that is valid or enforceable in the United States or in any country in which Harris Health now maintains or hereafter maintains any office, property or data processing services.
- (iv) The Sublicensed Software, as delivered by InterSystems, is free from material defects in manufacturing and materials and shall operate substantially in conformance with the Applicable Specifications relating to such Sublicensed Software until thirty (30) days after the later of (a) initial delivery of the Sublicensed Software to User, and (b) the date when User first uses the Epic Program Property, whether for testing, training, processing of patient data or other purpose (the "Software Warranty Period").

- b. During the Software Warranty Period, InterSystems shall promptly provide through Epic to Harris Health and at no charge to User, corrections, modifications or additions to the Sublicensed Software in the event that Harris Health notifies InterSystems in writing, through Epic, of any substantive errors in the Sublicensed Software. User shall assist Epic and/or Harris Health and, upon request, InterSystems, in identifying the circumstances in which any such substantive errors are discovered and, if requested by Epic and/or Harris Health or InterSystems, shall document the existence of the same. In no event shall InterSystems have any responsibility to correct any data base errors or errors or damages caused by or arising out of hardware defects or input errors or resulting from changes to or modifications of the Sublicensed Software made by Epic, Harris Health, or User without the express written approval of InterSystems.
- c. All warranty claims or other claims pursuant to this section shall be made to InterSystems through Harris Health.
- d. The foregoing representations and warranties are by InterSystems only. Harris Health makes no representations or warranties pursuant to, and Harris Health shall have no liability arising out of, this section.

2. INDEMNIFICATION OF INTERSYSTEMS

- a. InterSystems shall, and hereby agrees to, indemnify, defend, and hold harmless User, the Harris County Juvenile Board, and User's officers, employees, agents, and representatives, from and against any and all third-party claims, actions damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses arising out of the defense of any claim, whether proven or not) arising from or based upon a breach by InterSystems of any of its representations or warranties in Section 1(a) hereunder, including, without limitation, any claim or allegation that the Sublicensed Software (or any component or part thereof) infringes upon or violates any patent, copyright, trade secret, or other proprietary right referenced in Section 1(a)(iii) above.
- b. (i) The indemnities specified in Section 2(a) above shall not apply to a specific claim, action, or allegation unless User shall have provided written notice of such claim, action, or allegation to InterSystems as soon as practicable, and shall have granted InterSystems full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to the settlement thereof; provided, however, that User shall have the right to monitor, at its own expense, InterSystems' defense of any such claim, action, or allegation and, if necessary, to preclude a default judgment or other loss of rights, to file pleadings on its behalf in the event InterSystems fails to fulfill its obligation to defend User pursuant to this Section 2.
- (ii) In the case of a claim based on a breach of the representation and warranty contained in Section 1(a)(iii) above, the indemnity specified in Section 2(a) shall not apply to any claim, action, or allegation (or any judgment or order related thereto) based upon: (a) the use by User of the Sublicensed Software in combination with other hardware or software not supplied by InterSystems, where the use of the Sublicensed Software alone is not claimed or alleged to be an infringement; (b) the modification

or alteration of the Sublicensed Software in a manner that is not approved by InterSystems; or (c) the failure by User to implement a release or engineer change order for the Sublicensed Software issued by InterSystems and supplied to User by Harris Health (which release or change order does not preclude the Sublicensed Software from meeting the standards specified in Section 1(b)).

- c. In the event that the Sublicensed Software (or any component or part thereof) becomes the subject of any claim, action, or allegation of the type specified in Section 1(a)(iii), InterSystems shall promptly use all reasonable efforts at its expense: (a) to procure for User the right to continue using the Sublicensed Software (or applicable component or part thereof); or (b) if such continued use cannot be so procured, to modify it to become non-infringing; or (c) if such modification cannot be so implemented, to provide substitute hardware, software, or other products, components or parts of similar capability acceptable to and approved by User, which approval shall not be unreasonably withheld or delayed.
- d. THE FOREGOING STATES THE ENTIRE OBLIGATION OF INTERSYSTEMS WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS, AND OTHER PROPRIETARY RIGHTS.
- e. The foregoing indemnification is by InterSystems only. Harris Health makes no indemnification pursuant to, and Harris Health shall have no liability arising out of, this section.

3. LIMITATION OF LIABILITY

Except as specifically set forth in Sections 1 and 2 above, InterSystems shall have no liability of any kind to the User, whether direct or indirect, for any loss or damage suffered by the User or its employees, agents or representatives, or patients using the facilities or retaining the services of the User, as a result of or arising out of the Sublicensed Software.

The liability of InterSystems for any loss or damage directly or indirectly suffered by User as a result of any defects in the Sublicensed Software or any acts of omission of InterSystems or its officers, employees, agents, or representatives hereunder shall in no event exceed any amount equal to the total license fees paid by the Board or owed to InterSystems by Harris Health in respect of the specific Sublicensed Software or services on account of which User has suffered loss or damage. The foregoing shall not apply to claims of property damage or bodily injury or those claims based on the willful misconduct of InterSystems.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL INTERSYSTEMS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY EVEN IF INTERSYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE LICENSED SOFTWARE OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION,

CUSTOMERS OR OTHER PERSONS USING THE FACILITIES OF THE USER),
AND PROPERTY DAMAGE.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY

- a. The Sublicensed Software and related materials (including, without limitation, the System Documentation) are and shall remain, the sole property of InterSystems or one or more of its affiliates. No right to print or copy, in whole or in part, any such Sublicensed Software, System Documentation or related materials is granted hereunder except as herein expressly provided. The Sublicensed Software is licensed for a specific processor. Except in the case of Platform Independent Licenses, a transfer fee is charged by InterSystems if the license is transferred from one processor to another processor.
- b. EXCEPT AS EXPRESSLY PROVIDED IN THIS INTERSYSTEMS CACHE SOFTWARE ADDENDUM (THIS "ADDENDUM"), THE USER AGREES NOT TO (i) DECOMPILE, DISASSEMBLE OR REVERSE ENGINEER THE LICENSED SOFTWARE OR (ii) USE OR DISCLOSE OR DIVULGE TO OTHERS ANY DATA OR INFORMATION RELATING TO THE LICENSED SOFTWARE AND/OR THE TECHNOLOGY, IDEAS, CONCEPTS, KNOW-HOW AND TECHNIQUES EMBODIED THEREIN.
- c. The obligations of confidentiality and non-use described in Section 4(b) above shall not be deemed to include disclosure or other use of such data or information to the extent that the User can prove the same is or becomes publicly known within the public domain (other than by acts attributable to the User or any of its officers, agents, shareholders of privately-held companies, employees or representatives). Information shall not be deemed to be in the public domain by reason of the general licensing and other commercial disposition of the Sublicensed Software by InterSystems in the ordinary course of its business. The existence of a copyright notice shall not cause, or be deemed or construed as causing, the Sublicensed Software or System Documentation to be published copyright work or to be in the public domain.
- d. Nothing contained in this Section shall prohibit the User or any of its officers, agents, shareholders, employees or representatives from:
 - (i) using his or its general technical skills when not otherwise inconsistent with the terms hereof; or
 - (ii) disclosing data or information pursuant to any enforceable administrative or judicial order, provided, however, that the User notifies InterSystems of the entry or existence of such order and of the User's intention to comply with its terms. Data or information shall not be deemed to be in the public domain solely by reason of any such order.
- e. The User further agrees:
 - (i) except for back-up security purposes, not to copy, reproduce or duplicate, or allow to be copied, reproduced or duplicated, in whole or in part, the Sublicensed Software, System Documentation or any related materials without the prior written consent of InterSystems;

- (ii) not to provide or otherwise make available any Sublicensed Software, System Documentation or related materials in any form to any other person or organization, without the prior written consent of InterSystems; and
 - (iii) that it will take appropriate action with its officers, agents, shareholders, employees or representatives, by instruction, agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of the Sublicensed Software, System Documentation and related materials. Without limiting the generality of the foregoing, the User shall in any event devote the same degree of care to protecting the Sublicensed Software and System Documentation as it devotes to the protection of its own confidential and proprietary information.
- f. In the event of any breach or threatened breach of the provisions of this Section, InterSystems shall, in addition to all other rights and remedies available to it at law or in equity, be entitled to a temporary or permanent decree or order restraining and enjoining such breach and the User shall not plead in defense thereto that there would be an adequate remedy at law, it being hereby expressly acknowledged and understood that damages at law will be an inadequate remedy in the event of such a breach or threatened breach.
 - g. If, having complied with the foregoing provisions of this Section, the User has actual notice of any unauthorized possession, use or knowledge of any part of the Sublicensed Software or physical embodiment thereof, or of the System Documentation or any other information made available pursuant to this Agreement by anyone else other than persons authorized by this Agreement to have such possession, use or knowledge, the User agrees to notify InterSystems promptly of the circumstances surrounding such unauthorized possession, use or knowledge.
 - h. The User shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Sublicensed Software or any related materials or System Documentation in the User's possession.
 - i. Subject to other restrictions contained herein, User shall have the right to grant access to the Sublicensed Software to its employees. In addition, the Sublicensed Software may also be used, solely to run Epic Program Property (and not to develop or run other applications), by other organizations to whom the User provides access to Epic Program Property, unless the providing of such access is the primary relationship between the User and other said organizations.
 - j. User shall use the Sublicensed Software only to run the Epic Program Property or applications developed by the User to be run in conjunction with the Epic Program Property, but the primary use must be to run the Epic Program Property.

5. DEFINITIONS

For the purposes of this Addendum only, the following definitions apply to the capitalized terms as follows.

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"Applicable Specifications" means, in the case of any Sublicensed Software, the functional, performance and operational characteristics of such Sublicensed Software as set forth in the System Documentation.

"Sublicensed Software" means the computer programs (which, unless otherwise determined by InterSystems in its sole discretion, shall be in Object Code version only) licensed by InterSystems through Harris Health to the Board on behalf of the Department hereunder, which are more fully identified as InterSystems software in Exhibit 1(a) to the Interlocal Agreement between the parties to which this Addendum is attached, together with any enhancements and related items which InterSystems may announce while the Agreement is in effect.

"System Documentation" means the documentation, reference manuals, user guides and other standard visually readable materials relating to the Sublicensed Software furnished by InterSystems to Harris Health through Epic and licensed by Harris Health to the Board on behalf of the Department hereunder.

"User" and "the Department or Board" mean the licensee in the Interlocal Agreement to which this Addendum is attached.

EXHIBIT F
STANDARD RATES

Programming Hourly Rate	\$65.00/Hour
Project Management Rate	\$65.00/Hour

These are Harris Health standard rates; however, if these services require the use of a third-party consultant, Harris Health will pass through the third-party consultant's hourly rates to the Department.

EXHIBIT G

PRIVACY AND SECURITY REQUIREMENTS ADDENDUM

This Privacy and Security Requirements Addendum (this "Addendum") is entered into by and between Harris County Juvenile Probation Department, Texas (hereinafter referred to as the "Department"), and the Harris County Hospital District d/b/a Harris Health System, a political subdivision of the State of Texas (hereinafter referred to as "Harris Health").

RECITALS

The purpose of this Addendum is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

TERMS

THE PARTIES' RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("EPHI")

A. Definitions.

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. Protected Health Information ("PHI") is defined in 45 C.F.R. § 160.103 and is limited to information created or received by either party from or on behalf of the other party.
3. Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. Breach has the meaning assigned it in 45 C.F.R. 164.402 and for purposes of this Addendum.

B. General.

1. Each party agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Each party agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at each party's own expense.
3. Each party agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations. Compliance with this paragraph is at each party's own expense.
4. The terms used in this Addendum shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. Each party represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. The parties agree to comply with the following:

1. Nondisclosure of PHI. The parties agree not to use or disclose PHI received from or on behalf of the other party or created, compiled, or used by either party pursuant to the Interlocal Agreement to which this Addendum is attached (hereinafter the "Agreement") other than as permitted or required by this Addendum, or as otherwise required by law. Either party may, if necessary, use or disclose PHI it receives from the other party under the Agreement (A) for the proper management and administration of either party or (B) to carry out the legal responsibilities of either party (1) if the disclosure is required by law or (2) if either party obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies the other party of any instances of which it is aware in which the confidentiality of the information has been breached.
2. Limitation on Further Use or Disclosure. The parties agree not to further use or disclose PHI or EPHI received from or on behalf of the other party or created, compiled, or used by either party pursuant to this Addendum in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by either party, or if either the Department or Harris Health is otherwise

prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

3. *Safeguarding PHI.* The parties agree to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or as required by State or Federal law, regulation, or rule.
4. *Safeguarding EPHI.* The parties agree to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the other party and to comply with Subpart C of 45 C.F.R. Part 164. Specifically, the parties agree to comply with the requirements of 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 to the same extent such requirements apply to each party. In addition, the parties agree to encrypt portable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop, and laptop computers that contain, or are used to store or transmit, the other party's PHI and/or EPHI. These safeguards shall include, but not be limited to, the following:
 - a) Encryption of EPHI that either party stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct periodic security training.
5. *Reporting Breaches.* Each party agrees to report to the other party any Breach immediately upon becoming aware of such. Each party further agrees to provide the other party with the following information regarding the Breach as soon as possible, but no more than five (5) business days after becoming aware of the Breach: (1) a brief description of what happened, including the dates the Breach occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Breach; and (3) a description of whether and how the PHI or EPHI involved in the Breach was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If either party determines that it is infeasible to reproduce the PHI or EPHI involved in the Breach, each party agrees to notify the other party in writing of the conditions that make reproduction infeasible and any information either party has regarding the PHI or EPHI involved.

Each party agrees to cooperate in a timely fashion with the other party regarding

all Breaches reported to the either party.

Each party shall take the following steps in response to a Breach, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Breach, either in writing, via telephone, through the media, or by posting a notice on each party's website, or through a combination of those methods, of the Breach; (2) providing the individual(s) whose PHI or EPHI was involved in the Breach with credit monitoring and related services for a period of time to be determined by the party whose PHI or EPHI was involved in the Breach, but in no event less than one (1) year, at no cost to the individual(s); and (3) providing notice of the Breach, as required by law, to the Secretary of the United States Department of Health and Human Services (HHS).

6. *Termination Procedures.* Upon termination of this Addendum for any reason, each party agrees to extend the protections of this Addendum to such PHI or EPHI and to limit any further uses and disclosures of the other party's PHI or EPHI that it has access to.
- E. *Liability.* Each party shall be responsible for the acts or failure to act of it, its employees, agents or servants arising out of or related to a breach of this Addendum, including failure to perform its obligations under the Privacy and Security Requirements; provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN. §§ 101.001 *et seq.*
- F. *Amendment Related to Privacy and Security Requirements.* The parties agree to take such action as is necessary to amend this Addendum if either party, in its reasonable discretion, determines that amendment is necessary for either party to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Addendum shall be resolved to permit each party to comply with the Privacy and Security Requirements.
- G. *Notices.* Any notice required to be given pursuant to the terms and provisions of this Addendum will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as Harris Health may subsequently designate to the Department in writing:


Harris County Hospital District d/b/a Harris Health System
Attn: Privacy Officer
2525 Holly Hall, Suite 171
Houston, TX 77054

- H. This Addendum is effective on the later date it is signed by the parties and expires six (6)


years after its termination or for as long as either party has access to PHI or EPHI of the other party and survives the termination of the Agreement.

Executed in multiple originals, each of equal force, by duly authorized representatives of the Harris County Hospital District d/b/a Harris Health System and Harris County Juvenile Probation Department, Texas:

**HARRIS COUNTY HOSPITAL DISTRICT
D/B/A HARRIS HEALTH SYSTEM**

By: 
Name: Esmail Porsa, M.D.
Title: President and CEO
Date Signed: 3/10/2021

**HARRIS COUNTY JUVENILE
PROBATION DEPARTMENT, TEXAS**

By: 
Name: Honorable Lina Hidalgo
Title: Court Judge
Date Signed: January 27, 2021

JUVENILE BOARD ORDER

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Harris County Juvenile Board convened its regular monthly meeting in Harris County, Texas on January 27, 2021, and constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY JUVENILE BOARD AND THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH FOR HARRIS HEALTH TO PROVIDE INFORMATION TECHNOLOGY SUPPORT TO THE HARRIS COUNTY JUVENILE PROBATION DEPARTMENT RELATING TO THE INSTALLATION AND MAINTENANCE OF EPIC SOFTWARE INSTALLATION AND EQUIPMENT AT HARRIS COUNTY JUVENILE PROBATION DEPARTMENT FACILITIES

Board Member Maldonado introduced an order and moved that the Harris County Juvenile Board adopt the order. Board Member Shapiro seconded the motion for the adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain	Not Present
Judge Hidalgo	[X]	[]	[]	[]
Judge Lacayo	[X]	[]	[]	[]
Judge Garrison	[X]	[]	[]	[]
Judge Delgado BATES	[X]	[]	[]	[]
Judge Oakes	[X]	[]	[]	[]
Judge Maldonado	[X]	[]	[]	[]
Judge Moore	[X]	[]	[]	[]
Judge Shapiro	[X]	[]	[]	[]

The meeting chair announced the motion had duly and lawfully carried and the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Chairman, Purchasing Agent, or Executive Director to execute an Agreement on behalf of the Harris County Juvenile Board with the Harris County Hospital District d/b/a Harris Health for the installation and maintenance of EPIC software installation and equipment at Harris County Juvenile Probation Department facilities; for an amount not to exceed \$439,445.33; for a period of one (1) year with four (1) one (1) year renewal periods. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

-
2. The Harris County Juvenile Probation Department is authorized to do all things necessary or convenient to accomplish the purpose of this Order.

ORDER OF COMMISSIONERS COURT

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 _____, 2020 with all members present except _____.

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

ORDER APPROVING INTERLOCAL AGREEMENT BETWEEN THE HARRIS COUNTY HOSPITAL DISTRICT D/B/A HARRIS HEALTH SYSTEM, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND THE HARRIS COUNTY JUVENILE BOARD ON BEHALF OF THE HARRIS COUNTY JUVENILE PROBATION DEPARTMENT, TEXAS FOR HARRIS HEALTH SYSTEM'S PROVISION OF INFORMATION TECHNOLOGY SUPPORT TO HARRIS COUNTY JUVENILE PROBATION DEPARTMENT RELATING TO, AND INSTALLATION AND MAINTENANCE OF, EPIC SOFTWARE AND EQUIPMENT AT THE HARRIS COUNTY JUVENILE PROBATION DEPARTMENT FACILITIES

Commissioner _____ introduced an Order and made a motion that the same be adopted. 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 Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Department 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 the Commissioners Court of Harris Department approves the attached Interlocal Agreement between Harris Department, Texas and the Harris Department Hospital District d/b/a Harris Health System for Harris Health System's provision of information technology support to Harris Department relating to, and installation and maintenance of, Epic software and equipment at the Harris Department facilities.