



CENTRAL HEALTH

CENTRAL HEALTH PURCHASE ORDER TERMS AND CONDITIONS

ASSIGNMENT. Central Health may assign any of its obligations under this Agreement. Contractor may assign any of its rights or obligations under this Agreement only with the prior written consent of Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any assignment under this Agreement unless expressly granted that specific authority by Central Health Board of Managers. The terms, provisions, covenants, obligations, and conditions of this Agreement are binding upon and inure to benefit of the successors-in-interest and assigns of the Parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

CENTRAL HEALTH ACCESS AND AUDIT. During the term of this Agreement and for a period of four (4) years following termination of this Agreement or the expiration of any ongoing audit or Dispute, whichever occurs later, Central Health maintains the right to access, inspect, and audit any of the Contractor's books, documents, or records that relate to Contractor's performance and receipt of payments hereunder. Central Health may conduct its inspection or audit through its own employees, agents, or representatives or through independent external auditors selected by Central Health upon at least seventy-two (72) hours' notice to the Contractor. Any inspection or audit will be conducted at Central Health's expense, on Contractor's property, and during regular business hours. Contractor agrees to provide Central Health, its authorized employees, agents, or representatives with adequate and appropriate workspace to review these books, documents, and records, and further agrees that any materials which Central Health requests a copy of will be made available to Central Health upon request. All records will be retained beyond the fourth year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or any Dispute involving this Agreement is not finally resolved.

CERTIFICATION. Contractor certifies that Contractor is a duly qualified, capable, and licensed business entity or individual; Contractor has the skills necessary to provide the specialized services set forth in this Agreement; Contractor is not in receivership and does not contemplate it; and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that it is not currently delinquent with respect to payment of property taxes within Travis County, Texas. If Contractor is delinquent in the payment of Travis County property taxes at the time of invoicing, Contractor agrees to assign any payments to be made by Central Health for services provided hereunder to the Travis County Tax Assessor-Collector.

CLAIMS NOTIFICATION AND PROCESS. If Contractor receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, that are made or brought by any person or entity against Contractor, Contractor will give written notice to Central Health of: (a) the claim or other action within three (3) working days after being notified of it; (b) the name and address of the person or other entity that made a claim, or that instituted any type of action or proceeding; (c) the alleged basis of the claim, action or proceeding; (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and (e) the name or names of any person against whom this claim is being made. This written notice will be given in the manner provided in this Agreement. Except as otherwise directed, Contractor will furnish to Central Health copies of all pertinent papers received by Contractor with respect to these claims or actions and all court pleadings related to these claims or actions.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Both Parties will comply with the Constitutions of the United States and Texas and with all applicable federal, state, and local laws, orders,



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regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); and the Americans with Disabilities Act of 1990, Public Law 101-336 [S.993] ("ADA") and the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and its implementing regulations. Contractor will not discriminate against any employee or applicant for employment based on race, religion, color, sex (including pregnancy, gender, gender identity, and sexual orientation), national origin, age, or handicapped condition.

CONFLICT-OF-INTEREST. If applicable, based on Central Health's sole discretion, Contractor will complete the Conflict-of-Interest Questionnaire ("Questionnaire"), attached to this Agreement as required by Chapter 176 of the Local Government Code, and submit it together with this signed Agreement. To the extent applicable, Contractor will also complete the Disclosure of Interested Parties Form ("Form 1295"), attached to this Agreement, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission no later than thirty (30) days after the execution of this Agreement. Contractor will update the Questionnaire and/or Form 1295 if any statement on either document becomes incomplete or inaccurate. The updated document(s) must be submitted to Central Health no later than the seventh (7th) business day after the date on which Contractor becomes aware of an event that makes a statement incomplete or inaccurate. The Questionnaire and Form 1295 can be found here: ["URL" – link to document: PO Ts and Cs Attachment - Conflicts Disclosures.docx].

CONTRACT CONSTRUCTION: Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, will be applied to this contract in accordance with Sections 311.005, 311.011 and 311.012 of the Texas Government Code. For purposes of this solicitation and any resulting award, the following words or phrases will have the meanings indicated: (i) "Central Health" or "Healthcare District" or "District" means the Travis County Healthcare District d/b/a Central Health; (ii) "Board Of Managers" means the Travis County Healthcare District Board Of Managers or the governing body of Central Health; (iii) Seller/Contractor means an individual or entity providing goods or services to Central Health; and (iv) Subcontractor means a person or firm doing business with a Seller/Contractor.

COVENANT AGAINST CONTINGENT FEES. Contractor warrants that neither Contractor nor any of its directors, officers, or employees has:

- i. employed or retained any person to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business;
- ii. agreed, as an express or implied condition to obtaining this Agreement, to employ or retain the services of any firm or person; or
- iii. paid or agreed to pay any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

For breach or violation of the above-stated warranty, Central Health shall have the right to terminate this Agreement without liability or, in its discretion and as applicable, to add to or deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage, or



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contingent fee.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. Contractor, by signing this Agreement, hereby certifies that, to the best of its knowledge and belief, it:

- i. is not listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts;
- ii. is not presently debarred suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- iii. has not within a three-year period preceding this Agreement been convicted of—or had a civil judgment rendered against it for—commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal of state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this section, Contractor will provide an explanation of such inability prior to the Effective Date of this Agreement for Central Health's consideration and evaluation with the understanding that such may result in Central Health not proceeding with execution this Agreement, or its termination if executed. The certifications contained in this Section are material representations of fact upon which reliance were placed at Agreement execution. If Central Health later discovers that Contractor knowingly made a false certification, then, in addition to other remedies available to Central Health, Central Health may terminate this Agreement.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item in this Agreement is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "or equal," if used, identifies commercially-produced items that have the essential performance and salient characteristic of the brand name stated in the item description. Contractor certifies that any substitute brand supplied hereunder matches all performance and salient characteristics of the item called for in this Agreement and agrees to replace it in the event that it does not conform as determined by Central Health in its sole discretion. All supplies or equipment will be the latest-improved, newest model meeting specification in current production at the time of delivery and will be delivered completely assembled, adjusted, serviced, and ready for use. Contractor warrants that all applicable patents, licenses, and copyrights that may exist on items sold hereunder have been properly procured and adhered to **AND AGREES TO HOLD CENTRAL HEALTH HARMLESS AND DEFEND CENTRAL HEALTH AGAINST ANY INFRINGEMENT CLAIM.**

ENTIRETY OF AGREEMENT AND MODIFICATION. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement. This Agreement may



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be amended only by an instrument in writing that is signed by both Parties. Amendments to this Agreement will be effective as of the date stipulated therein. Contractor acknowledges that no Central Health officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the Central Health Board of Managers.

FOB POINT, INSPECTION, AND ACCEPTANCE: Final inspection and acceptance of any goods or services delivered or performed hereunder will be made at final destination by Central Health. Central Health reserves the right to reject all items not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. An itemized packing list bearing purchase, delivery, and/or contract number will be attached to the outside of every shipping container delivered under this instrument. Delivery of all goods or services will be free on board (FOB) to final destination as outlined herein unless otherwise required by Central Health.

FORCE MAJEURE. Neither Central Health nor Contractor will be deemed to have breached this Agreement or be held liable for failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, or other circumstances beyond such party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or changes in law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement.

GOVERNING LAW AND VENUE. The laws of the State of Texas (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any Dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

INDEMNIFICATION. CONTRACTOR AGREES TO AND WILL INDEMNIFY AND HOLD CENTRAL HEALTH, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, SUITS, NEGLIGENCE, LOSSES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, THAT ARISE IN WHOLE OR IN PART FROM ANY ACT OR OMISSION BY CONTRACTOR OR ANY OF ITS OFFICERS, EMPLOYEES, OR SUBCONTRACTORS ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT, WHETHER SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY CONTRACTOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER THIRD PARTY. CONTRACTOR ALSO AGREES TO INDEMNIFY CENTRAL HEALTH, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, AND LIABILITIES OF EVERY KIND, INCLUDING COURT COSTS AND ATTORNEY'S FEES, FOR DAMAGES TO ANY PERSON, ENTITY, OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. THE FOREGOING INDEMNIFICATION OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND WILL BE LEGALLY BINDING UPON CONTRACTOR, EVEN IF THE CLAIM, CAUSE OF ACTION, DAMAGE, LOSS, OR LIABILITY RESULTS FROM THE JOINT NEGLIGENCE OF



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CONTRACTOR AND ANY OTHER THIRD PARTY.

INDEPENDENT CONTRACTOR. This Agreement does not create and will not be construed as creating an employer/employee relationship, a partnership, or a joint venture between Central Health and Contractor. Contractor's services are, and will remain throughout the term of this Agreement, those of an independent contractor. Contractor further acknowledges that neither Contractor nor any employee of Contractor will be considered an employee of Central Health or gain any rights against Central Health pursuant to Central Health's personnel or workplace policies.

INSURANCE. Contractor shall have, and shall require all subcontractors of every tier providing goods or services under this Agreement to have, insurance sufficient to cover the needs of Contractor and/or Subcontractor(s) pursuant to applicable generally accepted business standards.

DEFINITION OF DISPUTE. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.

NOTICE OF A DISPUTE. When a Dispute arises under this Agreement, the disputing Party shall give the other Party written notice of the Dispute that shall contain a brief statement of the nature of the Dispute.

NEGOTIATION AND MEDIATION; DISPUTES. In the event of a Dispute between the Parties, the Parties will promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. If the Parties are unable to resolve the Dispute within thirty (30) days of the date on which the disputing Party sent written notice of the Dispute, the Parties may submit to mediation as set forth herein. If the Parties are unable to resolve the Dispute within sixty (60) days after commencing negotiation, the Parties may submit that Dispute to mediation. The Parties agree to use a mutually agreed upon mediator, or someone appointed by a court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

NO THIRD-PARTY BENEFICIARY. The Parties acknowledge and agree that no provision of this Agreement is intended to benefit any person or entity not a Party to this Agreement, nor will any person or entity that is not a Party to this Agreement

NOVATION AND CHANGE OF NAME AGREEMENTS: Contractor is responsible for the performance of this Agreement. If Contractor experiences a change of name or change of ownership, Contractor will notify Central Health immediately. No change in the obligation of or to the Contractor will be recognized until it is approved by Central Health.

PAYMENTS FOR SERVICE. Central Health will not pay Contractor for any services that are not satisfactorily completed or for any additional fees or costs, not including those to which Central Health has given its express, written approval.

PROMPT PAYMENT ACT. Central Health shall pay all invoices within thirty (30) days following receipt



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in accordance with the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

PUBLIC INFORMATION ACT. Notwithstanding the Records Maintenance and Confidentiality provisions of this Agreement, Contractor understands that Central Health is subject to the provisions of the Texas Public Information Act ("PIA"), Chapter 552 of the Texas Government Code, and all legal authorities relating to the Act, including decisions and letter rulings issued by the Texas Attorney General's Office. If Central Health receives a request for disclosure of any information related to the goods or services provided under this Agreement, including any procurement documents, or for information provided to Central Health under this Agreement that constitutes a record under the PIA, Central Health will utilize its best efforts to comply with the PIA. Contractor authorizes Central Health to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that the Contractor has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. It is the Contractor's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability Central Health, its directors, officers, employees, agents, and representatives with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by the Contractor, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This Section will survive the termination of this Agreement.

SEVERABILITY. If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.

SUBCONTRACTS. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any subcontract under this Agreement unless that specific authority is expressly granted by Central Health Board of Managers.

TAXES AND PAYMENTS: Contractor will provide Central Health with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, which is completed in compliance with the Internal Revenue Code and its rules and regulations. Contractor acknowledges that this W-9 Form must be provided to Central Health before any funds are payable under this Agreement. If there are any changes in the W-9 form during the term of the Agreement, Contractor will provide Central Health with a new and correct W-9 form before the next payment is due.

Contractor assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor, including the responsibility for the compensation of employees, the withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Contractor. Contractor acknowledges and agrees that neither federal, state, nor local income tax, nor payroll tax of any kind, will be withheld or paid by Central Health on behalf of Contractor or its employees. Payment of all income tax is the responsibility of Contractor.

TERMINATION. If either Party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting Party will have the right (in addition to any other rights that



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it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of that further notice.

TERMINATION FOR GRATUITIES. Central Health may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Contractor or any agent or representative of the Contractor to any Central Health official or employee with a view toward securing this Agreement. If this Agreement is terminated by Central Health pursuant to this provision, Central Health will be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

TERMINATION FOR CONVENIENCE. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, Central Health may terminate the Agreement without cause and penalty, by giving the Contractor at least thirty (30) days written notice.

FUNDING OUT. If Central Health fails to provide funding for this Agreement, Central Health may terminate this Agreement without penalties by giving Contractor written notice that this Agreement is terminated due to the failure to fund it.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by the Purchase Order will be allowed, unless such variation is caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

WAIVER OF DEFAULT OR BREACH. No payment, act, or omission by Central Health may constitute or be construed as a waiver of any breach or default of Contractor that then exists or may subsequently exist. All rights of Central Health under this Agreement are specifically reserved, and any payment, act, or omission will not impair or prejudice any remedy available to Central Health under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided for herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

WARRANTY: Implied warranties notwithstanding, Contractor warrants to Central Health that all items delivered and all services rendered under this Agreement will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference in the Purchase Order, this Agreement, or the Terms and Conditions will be of merchantable quality, good workmanship, and free from any defects. Contractor further agrees to provide copies of applicable warranties to Central Health. Return of merchandise not meeting applicable warranties or specifications will be at Contractor's expense.

COMPTROLLER'S LIST AND BOYCOTT VERIFICATION. Contractor warrants that:

- i. it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code, and that its name is not included on the list maintained by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization; and
- ii. if it is a for-profit entity that has ten (10) or more full-time employees and, at any point during the term of the Agreement, Contractor has received one hundred thousand



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dollars (\$100,000) or more for the services or goods provided under this Agreement, Contractor will verify that it does not:

- a. boycott Israel, as defined by Texas Government Code Chapter 808, and will not boycott Israel during the Agreement Term and for so long as Texas Government Code Chapter 2271 is in effect;
- b. boycott energy companies, as defined in Texas Government Code Chapter 2274, and will not boycott energy companies during the Agreement Term; or
- c. have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code Chapter 2274, and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.

INSPECTION OF BIDS. By submitting a bid, Contractor acknowledges and approves that preliminary bid tabulations, including unit pricing, will be made available for inspection and disclosed upon request pursuant to Sec. 262.026(b) of Texas Local Government Code.

OFFICIALS NOT TO BENEFIT. Contractor shall not provide any employee or official of Central Health any share or portion of this PO, or any benefit that may arise from it. Contractor shall not provide any gratuity in any form, including entertainment and gifts, to any Central Health employee, official, buyer, or agent to secure this PO or an amendment to it, or any determination about performance under it. Central Health, at its sole discretion, may rescind or terminate this PO if Contractor violates this provision.

SERVICES. Contractor shall provide the Services as described in Central Health's solicitation or request for bids/quotes.

COOPERATION AND COORDINATION. Contractor will cooperate and coordinate with Central Health staff in the performance of the Services. Contractor will meet on an as-needed basis with Central Health staff to discuss the progress and goals of the services and, when requested, will make reports to the Central Health Board of Managers on the same.

STANDARD OF CARE. Contractor will provide Central Health with high quality and cost-effective Services meeting the specifications under a standard that a reasonably prudent and Contractor would provide in similar circumstances delivering the same Services in Travis County, Texas.

LICENSES AND EQUIPMENT. Contractor must possess and maintain during the duration of the Agreement all franchise or licensing agreements, permits, licenses and professional credentials necessary to provide the Services. Contractor must also own and provide the appropriate equipment necessary to provide the Services.

OVERPAYMENT. Contractor will refund to Central Health any money that has been paid to Contractor by Central Health, which Central Health determines has resulted in an overpayment to Contractor. This refund will be made by Contractor within thirty (30) days of the date that the refund is requested by Central Health. If Contractor fails to refund any money owed to Central Health within thirty (30) days of Central Health's request for same, Central Health may deduct the amount owed to it from the next payment



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payable to Contractor.

SALES TAX. In recognition of the fact that Central Health is a local governmental entity and political subdivision of the State of Texas, all payments due hereunder will exclude any sales or excise taxes imposed by any federal, state, or local government. Central Health agrees to provide Contractor with sales and use tax exemption certificates or any other documentation necessary to support sales or use tax exemptions, upon Contractor's request.

INTELLECTUAL PROPERTY. Contractor warrants that all applicable copyrights, patents, and other forms of intellectual property rights that may exist or be incorporated on materials used in this Agreement have been adhered to; Central Health will not be liable for any infringement of those rights; and any rights not granted to Central Health hereunder will apply for the duration of the Agreement.

NON-EXCLUSIVITY. The Parties acknowledge and agree that this is not an exclusive agreement and that Central Health is free to retain any other contractor(s) in addition to or in lieu of Contractor.

RECORDS MAINTENANCE. Contractor will maintain all information created, sent, or received under this Agreement in accordance with all applicable laws and regulations, including state records retention requirements. To the extent that Contractor receives, or comes into contact with, information that Central Health or its affiliated entities may consider confidential, Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Central Health employees, agents, or representatives, or, when authorized to do so, in the course of performing services under the Agreement.

CONFIDENTIALITY. In providing services to Central Health, Contractor may receive confidential and proprietary information. Contractor will preserve the confidentiality of Central Health's information and agrees not to discuss or divulge such information to anyone other than Central Health, its appropriate personnel, designees, or appropriate third parties as required in the course of performing services under the Agreement. Contractor shall maintain information created, sent, or received under this Agreement in accordance with all applicable laws and regulations. If access to any of the materials in Contractor's possession relating to this Agreement is sought by a third party, or Contractor is requested or compelled to testify as a fact witness in any legal proceeding related to Contractor's work for Central Health, by subpoena or otherwise, or Contractor is made a party to any litigation related to Contractor's work for Central Health, Contractor will promptly notify Central Health of such action, and cooperate with Central Health concerning Contractor's response thereto. At its sole discretion, Central Health may choose to defend Contractor regarding such request or proceeding or may direct Contractor to retain counsel for Contractor's defense for which Central Health shall reimburse Contractor for all reasonable attorney's fees and costs-. In such event, Central Health will compensate Contractor at Contractor's standard billing rates for Contractor's professional fees and expenses for Contractor's staff time involved in responding to such action.

WORK PRODUCT. All documents produced by Contractor under this Agreement, including analyses, assessments, projections, reports, plans, drawings, maps, or records, and all data contained therein that are developed, conceived, or prepared by Contractor in connection with the services (collectively "Work Product"), whether or not accepted or rejected by Central Health, are the property of Central Health.

- i. Contractor hereby grants and assigns to Central Health all rights and claims of whatever nature



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whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark, or like protections with respect to the Work Product.

- ii. Central Health will have the exclusive right to use the Work Product for the completion of the services or otherwise, the Work Product will not be used or published by Contractor or any other person unless expressly authorized by Central Health in writing.
- iii. Contractor will treat all Work Product as confidential, and, upon termination of this Agreement, Contractor will deliver the original Work Product to Central Health at no cost.

SECURE ERASURE. All equipment that may be used by Contractor and that is known to store Central Health's information will have the capability to securely erase such information prior to the end of the equipment's useful life or the termination or expiration of this Agreement.

BUSINESS ASSOCIATE. Contractor shall maintain all records and health information it receives from Central Health in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1986, ("HIPAA"), Health Information Technology For Economic and Clinical Health Act ("HITECH"), and its implementing regulations, as amended. A Business Associate Agreement ("BAA") is attached hereto as an Attachment and, may be applicable based on Central Health's sole discretion. Among the obligations a Business Associate has under HIPAA and which Contractor will observe are the following:

- i. Contractor shall secure against unauthorized access or use of Central Health's records and information and shall protect the confidentiality of this information at all times.
- ii. Contractor shall perform periodic backups and archiving of Central Health's records and information. Backups shall be performed according to the schedule provided by Central Health.
- iii. Contractor shall maintain the integrity and readability of all data provided by Central Health, or which Contractor gains access to under this Agreement, and shall provide for secure storage of all data, whether on-line or archived. Central Health shall have the right to review backup and archival procedures and to request and witness demonstration runs.
- iv. Contractor shall provide off-site storage of archival and backup data. Archival retrieval shall be available within 48 hours of a request.
- v. Upon termination of this Agreement for any reason, all data will promptly be returned to Central Health in such format and media as Central Health may reasonably request. Upon confirmation by Central Health that the returned data is complete, readable, and in the agreed upon format, Contractor shall certify deletion of Central Health's data from its systems. Contractor shall cooperate with Central Health in transferring data processing servicing to such provider as Central Health may designate upon payment by Central Health of Contractor's direct labor, service, and materials costs. The provisions of the Business Associate Agreements attached to this Agreement shall govern in the event that return of the data is infeasible.



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HEADINGS. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that provision or subsection and will not be used in construing this Agreement.

COMPUTATION OF TIME. Whenever an obligation must be performed within a specific period of time under this Agreement, the Parties agree that the time period will exclude the first day of the period and will include the last day of the same period. The Parties further agree that, if the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, the last day of the period in which an obligation must be performed is the next business day that is not a Central Health holiday.

GENDER AND NUMBER. Words of any gender in this Agreement will be construed to include any other gender, and words in either singular or plural form will be construed to include the other unless the context in the Agreement clearly requires otherwise.

ATTACHMENTS. The attachments linked to these Terms and Conditions, and if applicable, based solely on Central Health's discretion, are hereby made a part of this Agreement as if set forth verbatim herein and constitute promised performances by the Parties in accordance with all terms of the Agreement.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together will constitute one and the same Agreement.

SURVIVAL. Any term of this Agreement that logically should survive the termination of the Agreement shall survive and be enforceable by the Parties.

HUB SUBCONTRACTING. If a subcontract is approved, Contractor must (i) make a "good faith" effort to take all necessary and reasonable steps to ensure that HUBs (Historically Underutilized Business, as defined in Texas Government Code, Section 2161.001) have a maximum opportunity to be subcontractors under this Agreement and (ii) verify that the proposed subcontractor is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction. Contractor's failure to make a good faith effort to employ HUBs as subcontractors or to verify that the proposed subcontractor is not debarred, suspended, or ineligible, or excluded from covered transactions constitutes a breach of this Agreement and may result in termination of this Agreement. Additionally, Contractor shall include the requirements of this section, as well as of the section related debarment, suspension, ineligibility, and voluntary exclusion, without modification in any subcontracts or solicitations for subcontracts.

NON-DISPARAGEMENT. Contractor shall not, at any time during the Term of this Agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage, defame or induce others to disparage, or defame Central Health, the Central Health Enterprise, or Central Health staff or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations.

MEDIA INQUIRIES. All inquiries from the media received by Contractor related to the services must be referred to Central Health for response. No public comment on the services may be made without prior approval from Central Health.



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PUBLICITY. Neither Party will not use the other Party's name in connection with any publication, promotion, or media inquiries without the other Party's prior express written consent.