

SOFTWARE AND LICENSE SERVICE AGREEMENT

The Software and license service agreement ("Agreement") is entered into as of December 15, 2019 (the "Effective Date"), between Adaptamed, LLC, a Delaware limited liability corporation ("Adaptamed"), and WILLIAMSON COUNTY (the "Customer").

This Agreement sets forth the terms under which Adaptamed will provide Customer with access to and use of certain software-as-a-service offering(s) ("SAAS") identified in the applicable Specification Subscription Order Form (collectively, the "Services"). The term "Subscription Order Form" shall mean the Subscription Order Form attached hereto as Exhibit A and any Subscription Order Form referencing this Agreement which may be executed by the parties in the future to enable Customer to order additional Services.

The parties hereby agree as follows:

ARTICLE 1—DELIVERY OF SERVICES

1.1 Access Rights. Adaptamed hereby grants Customer, during the Term, a limited, revocable, non-transferable and non-exclusive right for Customer's employees ("Authorized Users") to receive the Services in accordance with the parameters described in the Specifications for Modules and Fees (both Services and Implementation Fees) subscription Order Form described on Exhibit A, solely for Customer's internal business purposes consistent with the terms and conditions of this Agreement.

1.2 Administration. Adaptamed will issue Authorized User(s) ("Administrator") an individual logon identifier and password ("Administrator's Logon") for purposes of administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules that control each such Authorized User's access to the Services. Customer shall ensure that each Authorized User will: (a) not disclose their logon identifier to any other person or entity; (b) not permit any other person or entity to use their logon identifier; and (c) use the Service Solely in accordance with the terms and conditions of this Agreement.

1.3 Updates and Functionalities. Customer acknowledges that from time to time Adaptamed may apply updates to any of the Services and that such updates may result in changes in the appearance and/or functionality of such Services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, Adaptamed will provide, implement, configure, install, support, and maintain at its own cost all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the "Updates").

1.4 Implementation Plan. Adaptamed & Customer agree to use their best efforts to meet the milestones and respond in a timely manner to each other's request for information or clarification.

1.5 Restrictions. Customer and its Authorized Users will not: (a) sell, lease, assign, transfer, distribute, license or sublicense the Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Services or any software included in the Services; (c) provide, disclose, divulge or make available to, or permit use of the Services by, any third party; (d) copy or reproduce all or any part of the Services; (e) interfere, or attempt to interfere, with the Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (g) introduce into or transmit through the Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services; or (i) engage in or allow any action involving the Services that is inconsistent with this Agreement.

1.6 Third-Party Products and Services. Customer acknowledges that the Services may require access or services from other third parties via third-party websites or applications (collectively, the “Third-Party Services”) identified in the Specifications. If Customer signs an authorization form or enters into an agreement with a Third-Party Service provider, the terms and conditions of those authorizations or agreements govern the relationship between Customer and the Third-Party Service provider. Customer acknowledges and agrees that, if Customer or an Authorized User installs or enables a Third-Party Service, Customer grants Adaptamed permission to allow the provider of such Third-Party Service to access its Customer Content and Customer Information solely to the extent required for the interoperation of the Third-Party Service with the Services or as Customer may otherwise authorize or direct.

ARTICLE 2—FEES; PAYMENT TERMS

2.1 Access Fee. In consideration of the right to receive Service(s) granted in Section 1.1 and Exhibit A, Customer shall pay the access fees, including any taxes, specified in the Subscription Order Form Specifications. Adaptamed shall invoice Customer for all amounts payable and Customer shall pay via auto debit. Customer shall reimburse Adaptamed for all costs and expenses (including, without limitation, attorneys’ fees) incurred by Adaptamed in collecting past due.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

2.2. Implementation Fee. In consideration of the Implementation Services described in Section 1.4, Customer shall pay a \$5,500 training and implementation fee as described in Section 1.4.

ARTICLE 3—LIMITED WARRANTIES

3.1 Customer Warranty. Customer represents, warrants and covenants to Adaptamed that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; and (b) it and its Authorized Users will only access the Services for lawful purposes and will not violate any law of any country or the intellectual property rights of any third party.

3.2 Adaptamed Warranty. Adaptamed warrants that: (a) Adaptamed has the authority to enter into this Agreement; and (b) the Services will be provided in material accordance with the Specification Stated on Exhibit A, and the service levels in Exhibit B incorporated herein (c) compliance with the Business Associate Agreement attached as Exhibit C, and (e) warrants that the Services do not knowingly contain any malicious code or viruses. Adaptamed's Sole and exclusive obligation in the event of a breach of the warranties made herein Adaptamed shall be to use commercially reasonable efforts to provide workarounds and fixes to remedy the breach.

3.3 Disclaimer. Except as set forth in Section 3.2, Adaptamed makes no representations or warranties, whether express or implied regarding or relating to any of the Services or any other matter covered by this Agreement. ADAPTAMED SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. Adaptamed does not guarantee that Customer's access to the Services will be uninterrupted, error free, free from third party security intrusions, or free from open source code. Adaptamed does not warrant the accuracy, reliability, completeness or timeliness of the content of other data received, processed or transmitted through the Services.

ARTICLE 4—LIMITATION OF LIABILITY

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT WILL ADAPTAMED BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, DOWNTIME, LOSS OF OR DAMAGE TO CONTENT OR DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ALLEGED AS BREACH OF CONTRACT, TORT OR OTHER FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADAPTAMED'S LIABILITY FOR ANY DAMAGES OF ANY KIND WILL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ADAPTAMED UNDER THIS AGREEMENT DURING THE PREVIOUS MONTH PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. CLIENT ACKNOWLEDGES THAT ADAPTAMED IS NOT A COLLECTION AGENCY, IS NOT RESPONSIBLE FOR SECURING REIMBURSEMENTS AND IS SERVING ONLY AS CLIENT'S AGENT FOR THE PURPOSE OF PROVIDING THE SERVICES.

ARTICLE 5—CONFIDENTIAL INFORMATION

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If Adaptamed does not desire proprietary information in to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Adaptamed, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Adaptamed.

To the extent, if any, that any provision in this contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 6—PROPRIETARY RIGHTS; INDEMNITY

6.1 Proprietary Rights. No right, title or interest of intellectual property or other proprietary rights in and to the Services made available under this Agreement is transferred to Customer hereunder. Adaptamed and any of its third-party licensors retain all right, title and interests, including, without limitation, all copyright and other proprietary rights in and to the Services and their underlying technology.

6.2 Indemnity. Adaptamed shall indemnify and defend Customer against any claims that the software developed by Adaptamed infringes any U.S. copyright; provided that Adaptamed is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. Adaptamed's Sole obligation in response to any such claim shall be, at its option, to: (a) modify the infringing component of the Service so as to make it non-infringing; (b) secure for Customer the right to use the infringing component of the Services; or (c) refund any fees prepaid by

Customer for the Services and terminate this Agreement without further liability. Customer shall indemnify and defend Adaptamed against any claims that the Customer data or content infringe any intellectual property or proprietary rights of third parties; provided that Customer is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. This is the sole and exclusive obligation for all intellectual property claims.

ARTICLE 7—TERM AND TERMINATION

7.1 Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

7.2 Termination by Adaptamed. Adaptamed shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay Adaptamed any amount due hereunder and such failure to pay is not cured within thirty (30) days following Adaptamed's notice to Customer of such breach; (b) Customer materially breaches any other term or condition of this Agreement, provided such breach is not cured by Customer within thirty (30) days following Adaptamed's notice to Customer of such breach; or (c) Customer: (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or become subject to direct control of a trustee, receiver or similar authority; or (iii) become subject to any bankruptcy or insolvency proceeding under federal or state statutes. Adaptamed reserves the right to immediately suspend Customer's access to the Services in response to a material breach by Customer that poses imminent harm to Adaptamed, the Services, or any third parties whether through use of a disabling device or otherwise.

7.3 Termination by Customer. Customer will have the right, upon notice to Adaptamed, to terminate this Agreement if Adaptamed is in material breach of this Agreement and Adaptamed fails to remedy such material breach within thirty (30) days of its receipt of such notice.

7.4 Survival. Any provisions necessary to interpret the respective rights and obligations of the parties hereunder shall survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration. With limitation, the disclaimers, limitations of liability, confidentiality provisions, and indemnity obligation shall survive termination or expiration of the Agreement.

7.5 Data Export Upon Termination. Customer shall pay an export fee equal to 2 X's the average monthly charges over the previous 90 days. Customer may elect any or a combination of the following data export options: CSV, CCDA, CDA, HL7, PDF, or PDF with a viewer.

ARTICLE 8—GENERAL PROVISIONS

Adaptamed and Customer are independent contractors. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing. Customer may not assign or otherwise transfer this Agreement by operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without Adaptamed's prior written consent. Adaptamed shall

not have any liability for failure or delay in performing any obligation under this Agreement due to circumstances caused by third parties or circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Customer grants Adaptamed the right to use Customer's name in press releases, product brochures and financial reports indicating that Customer is an Adaptamed Customer. This Agreement may be executed in counterparts (including by means of telecopied or e-mailed signature pages), all of which shall be considered one and the same agreement. Customer acknowledges that some Services may be provided by third-party licensors.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Right to Audit: Adaptamed agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Adaptamed which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Adaptamed agrees that Customer shall have access during normal working hours to all necessary Adaptamed facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Adaptamed reasonable advance notice of intended audits.

The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement or any Subscription Order Form shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by Adaptamed or Customer) are objected to and shall have no force or effect. This Agreement (including the Exhibits hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

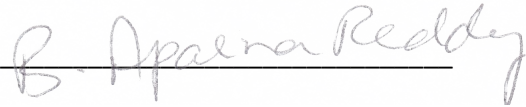
ARTICLE 9- ACCEPTABLE USE

Customer's access to the service shall be subject to such acceptable use policies, procedures, and guidelines ("Policies") as Adaptamed may impose upon its general customer base from time to time. The Policies will be communicated in writing to Customer (whether by link to an online location or otherwise). If Customer objects to any Policies and does not wish to be bound by them, Customer may terminate this Agreement upon sixty (60) days advance written notice to Adaptamed as its sole remedy.

IN WITNESS WHEREOF, the parties have executed this Adaptamed Access Agreement as of the Effective Date:

Adaptamed, LLC.

WILLIAMSON COUNTY

By: 

By: _____

Name (Print): Aparna Reddy

Name (Print):

Title: COO

Title:

Date: 12/12/19

Date: _____

Exhibits:

Exhibit A – Subscription Order Form Specifications for Modules and Fees (both Services and Implementation)

Exhibit B – Service Levels

Exhibit C – HIPAA Compliance Requirements - Business Associate Agreement

Exhibit A

Subscription Order Form Specifications

MONTHLY INVOICING COMMENCES UPON CONTRACT SIGNATURE

Any amount more than 5 days past due will incur a late penalty of the highest rate allowable by law from the due date until paid.

ROLE	RATE	DISC. RATE	NUMBER	TOTAL
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MD/NP: FT	\$99	\$70	12	\$840
Staff	\$69	\$55	---	-----
* Total Monthly			TBD	\$840

*Payable one-year in advance. \$10,080 total due.

TYPE	RATE	COMMENTS
Form Development Fee	Up To 20 pages \$40 per page thereafter.	\$800.00 AFTER implementation , modifications are \$3.00 per field up to a max of \$40 per page. There are no charges for changes prior to implementation.
Implementation & Training Fee	\$5,500	
Demographic Data Migration	Waived	
Appointment Reminders	\$.12 each	Voice & Text, Email N/C

DATA MIGRATION: Demographic data is migrated at no additional cost. Other PDF data migration will be quoted once we understand the work involved. Attaching PDF files to charts is \$.20 each regardless of the number of pages with a \$500 minimum. (IE: 1 page or 100 is \$.20 each). You may upload and attach the forms directly to the chart at “no charge.”

NOTE: Adding and deleting of users must be requested via email and your invoice will reflect such. If you forget to notify us about deactivating a user, we will credit your account for a maximum of 60 days.

*Rate held firm for two years.

Storage Fee: Free Up to 40 GB: \$5 per GB a month billed quarterly thereafter.

Client agrees to keep pricing and terms of agreement confidential.

**One-time controlled substances eRx set up/compliance fee per provider: \$200

FULL REFUND UP TO 90 DAYS AFTER IMPLEMENTATION.

Customer agrees to go-live in phases otherwise the implementation will be delayed if expectations are that everything will be available at go-live.

All features may not be available at go-live and we will do our best to deliver feature enhancements which are usable by other customers in a timely manner at no additional charge.

If EHR Your Way delays implementation, then no charges will apply until mutually agreed upon.

Adaptamed Modules & Features

General

Works on PCs/Tablets/MACs

Restrict User Access

HIPAA Compliant/ONC Cert.

CRM

Track Prospective Clients Prior to Intake

Assign Tasks Associated with Client

Alerts on Tasks

Reporting on Tasks

Demographics

Insurance/Grants

Pictures

Contacts (Collaborative Care)

Appointment Scheduler

Individual Appointments

Recurring

Search Multiple Providers/Services/Location

View Multiple Providers (Day, Week, Month)

Check In/Out

Co-Pay (Shown in Hover Over)

Authorization Draw-Down

Reminders

Color Coding

Eligibility Checking

Block Appointments

Group Appointments

Individual Notes (Your Forms)

Auto-Population

Complex Form (Calculations)

Side-by-Side (Show Folders)

Zoom & CTRL F to Find Anything on Page

Open as New

Copy Manually

CTP Codes (Create Auto-Superbill if Desired)

Signature - Clinician/Client (Mouse/Pen/Topaz)

Auto or Manual Forward to Supervisor

Reminders

Print/Fax

Upload to Portal (By User Roles)

Validations

Note State/County/JCOR Compliant (Hand Built)

Spell Check

Group Notes

Check In/Out

Template Group Notes

Apply Individual Notes

Alerts Reminder to Complete Form

Supervisor Reminder of Overdue Form

Supervisor FYI of Form Signed Off

Supervisors Reminder to Review Form/Sign Off

Portal Auto-Population of Forms into Clinicians Notes

Make Appointment

Message Clinician

Make Payment

Custom Folders Based on Roles

Update Demographics

eRx

Order

Refill

Labs

Order

Reorder

Billing

Batch Claims

Works with All Clearinghouses

General Ledger

Client Balance

Generate & Print Statements

Canned Reports (Past Due etc.)

Email & Pay On Portal (Credit Card Vault)

Recurring Invoicing/Debt Payments

UB04 & CMS 1500

Auto Posting

Reporting

Canned Reports

Schedule Reports & Distribute

Notes Not Signed Off

Gross Revenue for Calculation of Commissions

Custom Reports

Exportable to XLS for Analytics

Any Field on Any Form is Reportable

Real-Time

Grants

Visits Allowed

Total Dollar Value Allowed Per Client

Auto-Depletion of Allowed

Debit Against Grant and or Insurance and or Private Pay

Income Ranges

Reporting on Demographics and Any Field

Human Resources

Track: DL, Car Insurance, CE, etc.

Reminder on Anything

Employee/Independent Contractor Forms & Policies

Attendance Reporting

Inventory Control

Instant Messenger

Message in Real-Time with Others

Internal Messaging

Message Like Email with Others in a HIPAA Compliant Way

Attach Documents

Copy Multiple People

Text Other Users

Document Management

Attach Files to Client Chart Directly or in Bulk

Auto-Import Faxes

Unlimited Folders

Rotate, Annotate, Fax, Text and More

IVR

Auto-Check In/Out

Log Time Spent on Tasks

Auto-Bill For Tasks or By Time Spent

Exhibit B

SERVICE LEVEL AGREEMENT

General Support Availability

Monday-Friday 7:30 AM – 8:00 PM EST Saturday: 7:30 AM – 7:00 PM EST

- Phone/Email Ticket: Acknowledgement within 30 minutes; resolution ETA within 4 hours
- Help via Webinar: When issues require clarification or troubleshooting, our support will connect remotely to a user's computer typically within 4 hours.
- Resolution Goals (estimated target using commercially reasonable efforts)

Level 1 – Urgent resolve and/or work around within 1 business day

Level 2 – Significant: resolve and/or work around within 3 business days

Level 3 – Enhancement: Status update provided to customer every 15 days

Level 1:

An urgent issue represents a critical business impact to a customer. Examples include

- Company system & software not functioning due to user interface or database issues, error messages or connectivity issues, etc. requiring software or database programmers for resolution
- Unable to submit or process claims
- Disaster recovery

Level 2:

A significant issue represents severe business impact to a customer. Examples include:

- Company system & software not functioning due to user interface or database issues which require significant extra time and or/manual work to accomplish the same task

Level 3:

An enhancement represents a moderate business impact to a customer through inconvenience or loss of efficiency. Examples include:

- Change in layout
- Additional form features
- Billing changes

Escalation Paths

If a Customer is not satisfied with the resolution of an issue, the Customer may escalate the issue by contacting the assigned account manager. The account manager will intercede on the Customer's behalf with support. Should this process not meet the Customer's expectations, the Customer will be put in contact with the support department manager. If the issue is still not resolved to the Customer's expectations, an executive level contact will be made.

A member of the management team will be responsible for reviewing and monitoring the escalated issue until it is resolved.

Adaptamed has been down approximately 6 hours in the last 5 years with the exception of regularly scheduled maintenance. We maintain redundancy in our data centers and back up nightly at Google and Amazon and incremental backups are done every 90 seconds to 5 minutes depending on the module.

Our data centers are SSAE-16 Type II certified and we have multiple ISPs ranging from 20-100 Gbps and a copy of our disaster recovery plan is available upon request.

Exhibit C

Business Associate Agreement

Between Adaptamed, LLC, the “Business Associate” and WILLIAMSON COUNTY the “Covered Entity.”

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

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Adaptamed, LLC .

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean WILLIAMSON COUNTY

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” or as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the service set forth in the Service Agreement.
- (b) Business associate may use or disclose protected health information as required by law. (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

Term and Termination

a. Term. This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the covered entity terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.

b. Auto-renewal. In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.

c. Termination for Cause. Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the covered entity if the covered entity determines that Business Associate has violated a material term of the Agreement. The covered entity shall either, at its sole discretion:

Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the covered entity; and

Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the covered entity or if cure is not possible.

(d) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity or destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

(e) Survival. The obligations of business associate under this section shall survive the termination of this Agreement.

Business Associate: Adaptamed, LLC

By: B. Aparna Reddy

Date: 12/12/19

Print Name: Aparna Reddy

Title: COO

Covered Entity: WILLIAMSON COUNTY

By: _____ Date: _____

Print Name: _____ Title: _____