

AMENDMENT
To Non-Exclusive License Agreement
Between
Williamson County and IHS

This NELA Amendment is for the **Williamson County Sheriff's Department** and amends the Non-Exclusive License Agreement ("NELA") by and between Indigent Healthcare Solutions, Ltd. ("IHS") and Williamson County ("Client").

Provider Remote Eligibility Inquiry Service (REIS) amendment for Williamson County Sheriff's Department ("REIS Amendment")

1. The service generally

(a) IHS shall provide for Client a Remote Eligibility Inquiry Service ("REIS") that permits Client's Program care providers who subscribe to the service ("**Subscribers**") access to certain data of Client's Indigent Health Care Program ("**Program**") (or to summary results based on such data) on the Client's network by posing certain permitted online inquiries regarding Program client status and eligibility.

(b) The parties contemplate and intend that IHS will be functioning in effect merely as a conduit for purveying certain Program enrollee and eligibility data (or summary results based on that data) to REIS Subscribers, in order to assist those Subscribers with their determinations whether to provide healthcare services to individuals requesting such services on the basis of claimed enrollment as clients of the Program.

(c) Neither Client nor any Subscriber shall have or receive any rights or title in or to any of the software used by IHS to provide the REIS, or in or to any other documentation or materials of IHS associated with the IHS provision of that service.

(d) The term of this REIS amendment shall be commensurate with the NELA unless this REIS amendment is earlier terminated as provided below.

2. Elements of the service. The REIS shall consist of the following elements: A provider who has qualified for the REIS according to standards set and enforced by Client and who has subscribed to it ("**Subscriber**") shall be given certain limited access to Client's Program enrollee and eligibility data in the form posing certain permitted online queries to Client's Program, in particular, access that will enable the Subscriber to

(a) query whether a would-be provider customer who has asserted he or she is eligible for Program services ("enrollee claimant") is in fact currently enrolled in the Program, as of the time of the Subscriber inquiry and based on the most recent Program data available to the REIS ("**Program client lookup inquiry**"); and,

(b) if the enrollee claimant in fact is enrolled, whether that enrollee is in fact eligible to receive Program services, as of the time of the Subscriber inquiry and based on the most recent Program data available to the REIS (“**eligibility status inquiry**”).

3. Client pre-screening. At the time the Subscriber executes the Subscription Agreement with Client, the Subscriber shall be screened by Client to ensure it is a current Program provider in good standing and that it has a current HIPAA-compliant Business Associate Agreement in place, and satisfies whatever other requirements or qualifications Client shall apply. Client shall also require the Subscriber to submit names of the Subscriber’s employees or agents whom the Subscriber proposes to use the REIS. Client will screen these proposed users and approve or disapprove them; if approved, they will be assigned unique user identification numbers by Client, and password(s). Client shall be solely responsible for the screening and qualification of Subscribers and a Subscriber’s users.

4. IHS fees to Client. IHS charges a flat fee to the Client for the REIS in the amount of **\$300.00** per month. **IHS is waiving this fee for Client for said services until October 1, 2023.** This is mutually agreed upon to help Client maximize the full capability of processing invoices in-house. Client has the right to not use the REIS at the end of the free period.

This includes 10 Concurrent User Inquiry Licenses for the REIS product **AS IS**. Users / Subscribers will be automatically logged off after 30 minutes of inactivity in order to free up licenses for other users.

5. User screens and queries.

(a) **User logon reminder screen.** At the beginning of each logon session for each user, there shall be a screen displayed of the form of the screen specified in **Exhibit B** hereto, that will remind the user that (i) the data is confidential and subject to HIPAA; (ii) the user must comply with the Subscriber’s Business Associate Agreement; (iii) the information provided is not guaranteed to be complete or accurate; (iv) the return of data indicating eligibility does not create any contractual obligation or guarantee of the Program to pay for the requested service and is not pre-approval of such requested service; and (v) each Inquiry is distinct and is counted against the Base Number of Inquiries permitted each month and/or is subject to Additional Inquiry charges. To be permitted to proceed to make Inquiries, the user will be required to take an affirmative action to acknowledge he or she has read and understands the reminder information.

(b) **Client lookup query.** To make a Program client lookup inquiry, the Subscriber will be required to have two of the following five data elements to identify the enrollee claimant: Social Security number, client Program number, date of birth, first name, and last name. If the enrollee claimant is identified by Program data as being currently enrolled, the client lookup results screen returned to the Subscriber will indicate “enrolled” status. If the enrollee claimant is identified by the Program as not being a person enrolled or having a pending enrollment application pending, the client lookup results screen will indicate “not enrolled.”

(c) **Eligibility status query.** An eligibility status inquiry shall return, for an enrollee claimant who is identified in a Program client lookup inquiry to be currently enrolled in the Program, one of three results on an “eligibility data page”:

(i) if the enrollee is identified in the most recent REIS-accessible Program data base as being eligible for Program services offered by the Subscriber, a “Green Check” mark. Additionally, the eligibility data page may indicate that the individual is “Fully Eligible”;

(ii) if the enrollee is identified in the most recent REIS-accessible Program data base as being ineligible for Program services offered by the Subscriber, a “Red Stop Sign.” Additionally, the eligibility data page will indicate that the individual is “Not Eligible” and may provide a reason why the individual is not eligible; or

(iii) if the enrollee claimant’s application for enrollment is pending but not yet approved, or has been declined, according to the most recent REIS-accessible Program data base, a “Yellow Yield Sign” will be displayed on the eligibility data page. Additionally, the eligibility data page may indicate a reason why the enrollee claimant’s eligibility determination is pending.

(d) IHS shall use its best efforts to make the REIS available to Subscribers at all times (“24/7”), but does not guarantee such availability, or availability at any particular time; and IHS is not responsible for any times the Client’s network is not accessible or operational. Client understands and agrees that it is responsible for the operation and maintenance of its network, through which the data necessary for the REIS must be accessed; and that the Client’s Internet Service Provider (“ISP”) will provide the actual physical basis for Internet-based access to the Client network, including firewalls and security protections.

6. Termination of REIS.

Either party may terminate this agreement to provide REIS, by giving thirty (30) days’ written notice to the other. Termination shall not relieve Client of its obligation to pay any accrued fees to IHS.

7. Client responsibilities

(a) Client shall be solely responsible for the screening, qualification and approval of Subscriber entities and of a Subscriber’s individual users, and for the compliance of Subscribers and users with HIPAA and other legal and regulatory requirements.

(b) Client shall be solely responsible to ensure that each Subscriber has in place and complies with a HIPAA-compliant Business Associate Agreement.

(c) IHS shall be entitled to rely upon the presumption that Client has properly determined that Subscribers have in place HIPAA-compliant Business Associate Agreements and are otherwise compliant with HIPAA and other applicable law and regulations, and that a Subscriber’s designated users have been properly pre-screened by Client and that the Subscriber’s and its users’ access to the REIS does not violate any applicable law or regulation.

(d) Client shall be solely responsible for the Program data on which the REIS is based, in particular but without limitation, for the accuracy and completeness of such data, and for its prompt updating and correction from time to time.

(e) Client will be solely responsible for setting standards for eligibility and making eligibility determinations, and fielding and resolving any questions or disputes concerning eligibility.

8. IHS disclaimers; IHS limitation of liability; Client sole remedy

(a) IHS shall have no responsibility and no liability of any kind for any damages claimed to be arising from or related to the REIS, for

(i) claims by Subscribers, Program enrollees or enrollee claimants, related to or concerning the accuracy, completeness or currentness of the Program data used for the REIS or the accuracy of any client lookup or eligibility inquiry results screens or other inquiry return data or information; or

(ii) claims by Program enrollees or enrollee claimants that any provider services were denied to them by a Subscriber or other provider on the basis of information provided by the REIS.

(b) IHS shall have no responsibility for determining, and no liability of any kind for any damages claimed to be arising from or related to any determination or failure to determine:

(i) whether Subscribers are qualified Program providers, have HIPAA-compliant Business Associate Agreements in place with Client, or are otherwise in compliance with HIPAA and other applicable law and regulations,

(ii) whether a Subscriber, a Subscriber's user, or Client failed to comply with HIPAA or other applicable law or regulation; or

(iii) whether a Subscriber's users or proposed users are or were legally or personally qualified and appropriate to be users of the REIS.

(c) IHS shall have no responsibility for the accuracy, completeness, or currentness of the Program and other data used and reported by the REIS to Subscribers, including of any updates or corrections to such data or the timeliness of such updates or corrections.

(d) IHS shall have no liability of any kind to Client or to any third party for any claims of any kind by any third parties (including but not limited to Subscribers, Program providers or Program clients/enrollees) for damages or relief of any kind based on or related to the REIS, the Program data used by the REIS, or the Program data and other results and information reported by the REIS to Subscribers. IHS shall be a conduit for such information to Subscribers based on data kept and maintained by Client, which shall be solely responsible for the content, accuracy, completeness or currentness of such data.

(e) Client's sole and exclusive remedy for any unresolved and uncured IHS failure to provide the REIS as described herein shall be termination of this REIS Amendment.

(f) IHS expressly disclaims any and all representations and warranties that the REIS will be free from interruption, accurate, or available to Subscribers at all times. Client understands and agrees that it shall

be solely responsible for the operation of its network, access to and through which is required to access the data on which the REIS depends; and that Client and its ISP have the sole responsibility for providing Internet-based access to the Client's network and suitable security such as firewalls. The provisions of Non-Exclusive License Agreement section 23 ("Disclaimer of warranties; no implied warranties") applies to IHS provision of the REIS.

9. Indemnity by Client. The indemnity provision of the Non-Exclusive License Agreement (section 21) shall apply to any and all claims of any kind by any third parties arising from or related to the REIS or any data or information provided to Subscribers under the REIS.

10. Nonexclusivity. The REIS shall not be a service exclusive to Client. IHS is free to provide similar services to other of its customers.

11. Other provisions of Non-Exclusive License Agreement apply. Except to the extent, they conflict with provisions in this REIS Amendment, the other provisions of the Non-Exclusive License Agreement, as they may be amended from time to time, shall apply to the REIS and the provision of the REIS by IHS for Client.

WILLIAMSON COUNTY

BY: _____

NAME PRINTED: HON. BILL GRAVELL JR.

TITLE: COUNTY JUDGE

DATE: _____

INDIGENT HEALTHCARE SOLUTIONS

BY:  _____

NAME PRINTED: ROBERT BAIRD

TITLE: PRESIDENT

DATE: 4/19/23

EXHIBIT B

TO NELA AMENDMENT

USER LOGIN REMINDER SCREEN

User logon reminder screen (requires affirmative assent to access information portal inquiry screen):

REMEMBER!

- You have certain responsibilities when you use this Remote Access Data Service to keep the Personal Health Information (PHI) or other personally identifying information you receive confidential.
- You are responsible for complying with HIPAA and other federal and state confidentiality standards.
- The information provided by this Remote Access Data Service is the most recent information available to Williamson County, but it is NOT guaranteed to be accurate or complete. Events may have occurred but not yet be reported, assessed or included.

___ I have read and understand these reminders, and wish to proceed to use the Service.

___ I DO NOT wish to proceed or use the Service at this time.