



**Collin County - JotForm API Interface**

January 12, 2022



## AMENDMENT TO THE MASTER AGREEMENT

**GID#: 1981609396**

This Amendment ("**Amendment**") is entered into between Greenway Health, LLC ("**Greenway**") and the customer listed in the signature block below ("**Customer**"), effective as of the date of the last signature below ("**Amendment Effective Date**"). Customer and Greenway are parties to an existing Master Agreement, License Agreement, Sales Agreement, Support Agreement, Subscription Services Agreement, and/or another agreement pursuant to which Customer has licensed software and/or agreed to obtain services from Greenway and such are hereby fully incorporated herein by reference (collectively, the "**Master Agreement**"). This Amendment, together with the Master Agreement, along with any Attachments, Purchase Schedules, Exhibits and other Amendments signed prior to, or contemporaneously with, this Amendment ("**Agreement**") constitute the entire agreement between Customer and Greenway with respect to the subject matter hereof, and may not be amended unless agreed to in writing by the parties. In the event of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and control. THIS AMENDMENT TAKES PRECEDENCE OVER ANY PURCHASE ORDER OR OTHER DOCUMENTATION YOU OR A THIRD PARTY SUBMITS TO GREENWAY FOR THE PURCHASE HEREUNDER.

### ADDITIONAL TERMS AND CONDITIONS

#### 1. **Nondisclosure.**

- a. Notwithstanding any nondisclosure or confidentiality provisions contained within the Agreement, unless specifically permitted by law, Greenway will not prohibit or restrict your communication of the following:
  - i. Usability of Greenway's health information technology ("Health IT")
  - ii. Interoperability of Greenway's Health IT
  - iii. Security of Greenway's Health IT
  - iv. User's experiences when using Greenway's Health IT
  - v. Greenway's business practices related to exchanging electronic health information; and
  - vi. The manner in which you have used Greenway's Health IT
- b. Additionally, in accordance with 45 C.F.R. §170.403, Greenway will not prohibit or restrict any person or entity from communicating any information (including proprietary information, confidential information, and intellectual property) when the communication is made for the following purpose:
  - i. Making a disclosure required by law;
  - ii. Communicating information about adverse events, hazards, and other unsafe conditions to government agencies, health care accreditation organizations, and patient safety organizations;
  - iii. Communicating information about cybersecurity threats and incidents to government agencies;
  - iv. Communicating information about information blocking and other unlawful practices to government agencies; or
  - v. Communicating information about a Greenway's failure to comply with a Condition of Certification requirement, or with any other requirement of this part, to Office of the National Coordinator for Health Information Technology ("ONC") or an ONC-Authorized Certification Body ("ONC-ACB").
- c. Provided however, for any of the communications referenced in Section 1(a), that is not entitled to unqualified protection under Section (1)(b), Greenway may prohibit the following communications, to the extent permissible by 45 C.F.R. §170.403(a)(2)(ii):
  - i. Communications that disclose information about non-user-facing aspects of Greenway's Health IT;
  - ii. Communications that involve the use or disclosure of intellectual property existing in the Greenway's Health IT (including third-party intellectual property), provided that the restriction will not be broader than necessary to protect Greenway's legitimate intellectual property interests;
  - iii. Screen Shots and Video that alter the screenshots or video, except to annotate the screenshots or video or resize the screenshots or video; additionally, the sharing of screenshots or video should be limited to the relevant number of screenshots needed to communicate about the Health IT; and
  - iv. Information or knowledge solely acquired while participating in Greenway's pre-market product development and testing activities.

2. **System Availability.** Customer understands and agrees that as part of scheduled maintenance and other planned downtime events, as well as certain events resulting in unplanned downtime events, Customer's access to Greenway Software and Services, hosted by either Greenway or Customer, may be partially or completely restricted.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Amendment to be duly executed by their respective authorized representatives.


**Customer:** Collin County

**Greenway Health, LLC**



AMENDMENT TO THE MASTER AGREEMENT

By: DocuSigned by:  
Michelle Charnoski  
Name: Michelle Charnoski  
Title: Purchasing Agent CO No. 2022-219-02-28  
Date: 3/10/2022  
Customer Billing Address:  
  
2300 Bloomingdale Road  
Suite 3100 McKinney, TX, 75071

By:   
Name: Karen Mulroe  
Title: General Counsel  
Date: 2022-01-12  
Address:  
  
4301 West Boy Scout Boulevard, Ste 800  
Tampa, FL 33607

HCF Number 2022-2029-03-07



- ORDER SUMMARY -	
INVESTMENT	
<b>TOTAL INVESTMENT</b>	<b>\$750.00</b>
Professional Services:	\$750.00
PAYMENT TERMS FOR INVESTMENT PRICE	
For sales with an investment amount under \$5000, you agree to pay 100% of the Investment Price to us within thirty (30) days of the invoice date.	
SUPPORT AND SUBSCRIPTION	
<b>TOTAL MONTHLY</b>	<b>\$439.58</b>
Monthly Subscription:	\$439.58

ADDITIONAL TERMS	
The parties to this transaction certify that any amounts payable under this Purchase Schedule were determined in a manner that does not take into account the volume or value of referrals or business generated between the parties. The parties agree that this transaction and their relationship is intended to comply with 42 U.S.C. Section 1320a-7b, commonly referred to as the Anti-Kickback Statute.	
<b>Usage-based fees</b> , such as per-transaction EDI charges, are set forth in the applicable section of the Purchase Schedule.	
<b>All payments</b> must be in U.S. Dollars. Prices and Fees subject to taxes and shipping, freight and handling charges, as applicable.	
<b>Unless otherwise</b> set forth herein, Customer agrees that it will make all recurring payments by electronic funds transfer (EFT). Customer shall complete and execute applicable EFT authorization forms upon execution of this Purchase Schedule.	
<b>Customer acknowledges</b> and agrees that the terms and pricing set forth on this Purchase Schedule shall not be disclosed to any third party.	
<b>Prices are only valid</b> for thirty (30) days from date of this Purchase Schedule.	
<b>Third Party Payment</b> is accepted upon execution of Third Party Payment Agreement by Third Party Payer and Greenway; Customer remains responsible for all fees in the event that any Third Party Payer fails to make any required payment.	



SUBSCRIPTION SERVICES
-----------------------

DESCRIPTION	LICENSE METRIC	QUANTITY
Greenway API	Per Practice	1
<b>TOTAL MONTHLY RECURRING SUBSCRIPTION SERVICES:</b>		\$439.58

TERM	BILLING CYCLE
12 Month(s)	Monthly in advance in U.S.\$

ADDITIONAL SUBSCRIPTION SERVICES TERMS:
<p><b>Subscription Services</b> are non-cancellable during the Term, subject to termination rights set forth in the Agreement.</p> <p><b>Subscription Services</b> (and Customer's payment obligations for Subscription Services) begin on the date that Greenway provides Access Capabilities, as set forth in the Agreement.</p> <p><b>Prices shown</b> in the table above are in addition to fees for Subscription Services previously purchased, if any.</p> <p><b>Although Greenway</b> will use commercially reasonable efforts to establish the connectivity of mobile devices (to include phones, tablets, laptop computers, computer workstations located outside of Customer's main office, and the like) to the Subscription Services, Greenway cannot warrant the effective performance of Customer's Internet Service Provider ("ISP") nor can Greenway guarantee that Customer's ISP will permit the connectivity or continue to permit the connectivity in the future. Customer is responsible for ensuring that its ISP will permit the connection that Customer desires before signing this Purchase Schedule and Customer assumes the responsibility for the policies of its ISP following Customer's signature.</p> <p><b>Customer agrees</b> that it will make payments by electronic funds transfer (EFT). Customer shall execute and complete applicable ACH authorization forms upon execution of this Purchase Schedule.</p>

PROFESSIONAL SERVICES
-----------------------

DESCRIPTION	UNIT OF MEASURE	QUANTITY	BILL TO THIRD PARTY
Prime Suite API Implementation	Hour(s)	5	
<b>TOTAL FOR PROFESSIONAL SERVICES:</b>			\$750.00

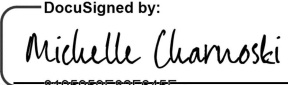
ADDITIONAL PROFESSIONAL SERVICES TERMS:
<p><b>Professional Services</b> are provided on a fixed scope, fixed fee basis ("<b>Fixed Fee</b>"). Professional Services scope must be completed by, and prices quoted are valid until, the earlier of (a) the one year anniversary of the date of this Purchase Schedule, (b) the completion of the scope of work of the applicable Professional Service. Professional Services, regardless of unit of measure, that are not used within such time period expire are non-refundable.</p> <p><b>The Professional Services</b> herein do not include travel expenses. Customer agrees to pay Greenway's reasonable and actual expenses for food, lodging, and travel. Any additional travel costs associated with a delay or change in agreed upon Professional Services delivery dates will be invoiced as incurred.</p> <p><b>Certain training-related</b> Professional Services may be billed in arrears on an as-incurred basis. Invoices over 30 days old for hours billed as incurred will be EFT drafted on or around the 25th of the following month.</p> <p><b>Migration</b> fees do not include fees that Customer may have to pay to their existing vendor to obtain data in a format that can be imported into the Greenway Software.</p>

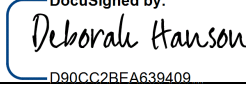
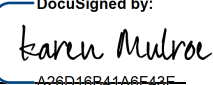


GID# : 1981609396

This Purchase Schedule incorporates by reference and is governed by the terms and conditions of the controlling Agreement between the parties and the applicable Attachments and Exhibits between Greenway Health, Inc. and Customer ("**Agreement**") (i.e., a Master Agreement, License and Services Agreement, or other agreement presently in force that governs the Products and/or Services in this Purchase Schedule) and is effective on the date last signed below ("**Effective Date**"). Capitalized terms not otherwise defined in the Definitions section of this Purchase Schedule have the meaning ascribed to them in the Agreement. Nothing in this Purchase Schedule shall be interpreted as reviving any previously terminated agreement, contract, attachment, or exhibit.

The parties may execute, from time to time, additional Attachments, Purchase Schedules and/or Exhibits under the terms of the Agreement.

**CUSTOMER:** Collin County  
**By:**   
DocuSigned by: Michelle Charnoski  
**Name:** Michelle Charnoski  
**Title:** Purchasing Agent CO No.2022-219-02-28  
**Date:** 3/11/2022

**Greenway Health, Inc.**  
**By:**    
DocuSigned by: Deborah Hanson Karen Mulroe  
**Name:** Deborah Hanson Karen Mulroe  
**Title:** Inside Account Executive General Counsel  
**Date:** 3/14/2022 3/15/2022

**CUSTOMER BILLING ADDRESS:**

2300 Bloomingdale Road  
Suite 3100  
Mckinney, TX 75071

4301 West Boy Scout Boulevard, Ste 800  
Tampa, FL 33607

**Federal Tax ID:**

**Customer Serial Name:** Collin County

HCF Number 2022-2029-03-07  
CO No.2022-219-02-28



# CUSTOM AMENDMENT TO AGREEMENT

GID#: 1981609396

This Amendment (“Amendment”) is entered into between Greenway Health, LLC (“Greenway”) and the Client identified in the signature block below (“Client”), effective as of the date of the last signature hereon (“Amendment Effective Date”). This Amendment only applies to a contemporaneously entered into Purchase Schedule for a Greenway API and implementation (“Purchase Schedule”). The below terms do not apply to any other Agreements or Purchase Schedules between the parties.

### ADDITIONAL TERMS AND CONDITIONS

1. Payments under this Purchase Schedule will be made in accordance with Vernon’s Texas Codes Annotated (“VTCA”) Section 2251.021 titled “Time for Payment by Government Entity”. No other portions of VTCA Section 2251.021 shall apply.
2. This purchase schedule is silent as to Venue and Choice of Law. The incorporation of VTCA set forth above shall not be construed in any way in deciding any other applicable law.
3. Colin County is exempt from State Sales Tax and Federal Excise Tax as to this Purchase Schedule.
4. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to impact the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
5. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a “Force Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Client: ~~Colin County~~ DocuSigned by:  
 By: Michelle Charnoski  
8195959E82F645E...  
 Name: Michelle Charnoski  
 Title: Purchasing Agent CO No.2022-219-02-28  
 Date: 3/10/2022

Greenway Health, LLC DocuSigned by:  
 By: Karen Mulroe  
A26D16B41A6F43E...  
 Name: Karen Mulroe  
 Title: General Counsel  
 Date: 3/15/2022

Client: Billing Address:  
 2300 Bloomingdale Road  
 Suite 3100  
 Mckinney, TX 75071

Address:  
 4301 West Boy Scout  
 Boulevard, Ste 800  
 Tampa, FL 33607

HCF Number 2022-2029-03-07