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 PHMC.ORG

Michael K. Pearson  
*Chairperson*  
 Richard J. Cohen, PhD, FACHE  
*President and CEO*

August 23, 2021

Williamson County Veterans Court  
 405 Martin Luther King  
 Georgetown, TX 78626

**RE: Amendment to the HOSTED SOFTWARE SERVICE AGREEMENT between Public Health Management Corporation and Williamson County Veterans Court.**

THIS Agreement Amendment (“AMENDMENT”), is to confirm our understanding between *Public Health Management Corporation* (hereafter referred to as "PHMC") and *Williamson County Veterans Court* (hereafter referred as “**Licensee**”), to modify certain services for and on behalf of PHMC under the terms and conditions set forth in this AMENDMENT.

PHMC and the **Licensee** have agreed to amend certain terms and conditions of the Agreement, as amended, and set forth herein;

THEREFORE, PHMC shall amend the Agreement as follows:

1. **Section 7. Payments**
  - a.1. The License Fee, pursuant to the service outlined in *Schedule A* is \$1,100 *per application*, assuming up to five users per court, per year, paid up front, *for a total of \$2,200*. This fixed fee does not provide for any additional services unless specifically outlined in Exhibit A or Exhibit B.
2. **Replace Schedule A and Exhibit A with attached, adding DUI-RANT license**

ALL other terms of the Agreement shall remain in full effect. Indicate your acceptance of the terms of this AMENDMENT by signing in the space provided below. Please return a signed copy of this AMENDMENT within 7 days of receipt. This AMENDMENT shall not become binding until PHMC receives a copy duly executed by you.

Sincerely,

**PUBLIC HEALTH  
 MANAGEMENT CORPORATION**

**WILLIAMSON COUNTY  
 VETERANS COURT**

DocuSigned by:  
  
 Richard J. Cohen  
 President & CEO

\_\_\_\_\_  
 Bill Gravell  
 County Judge

August 27, 2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
("AGREEMENT")**

**SCHEDULE A**

**LICENSING AND DEVELOPMENT FEES**  
Streamlined RANT® & DUI-RANT™

**Treatment Research Solutions at  
Public Health Management Corporation  
(PHMC)**

**Contact:**  
**Meghan Love**  
**Product Director**  
Treatment Research Solutions @  
Public Health Management Corporation  
1500 Market Street  
Centre Square, East Tower, 15<sup>th</sup> fl.  
Philadelphia, PA 19102  
[mlove@tri.phmc.org](mailto:mlove@tri.phmc.org)  
(215) 399-0990

**LICENSING**

<i>Product Name</i>	<i>Version</i>	<i>No. of Servers</i>	<i>Permitted Users</i>	<i>Fees</i>
<i>Streamlined RANT</i>	<i>1</i>	<i>1</i>	<i>up to 5</i>	<i>\$1,100 per year, per court</i>
<i>Streamlined DUI-RANT</i>	<i>1</i>	<i>1</i>	<i>up to 5</i>	<i>\$1,100 per year, per court</i>

**MAINTENANCE & SUPPORT**

<i>Service Name</i>	<i>Service Details</i>	<i>Fees</i>
<i>Networking Subscription</i>	<i>RANT/DUI-RANT Instrument Access Provided for Users within Individual Courts</i>	<i>\$350 per court</i>
<i>Initial Training</i>	<i>1 Session – Remote Training</i>	<i>\$750</i>
<i>Additional Training Sessions</i>	<i>Per Session – Remote Training</i>	<i>ROLE Rates Apply</i>
<i>Remote Support (Phone/Email)</i>	<i>Mon - Fri 8:30am – 5pm EST</i>	<i>Included in Annual Fee</i>
<i>Remote Support (Phone/Email)</i>	<i>All Other Times</i>	<i>Network Admin Rates Apply</i>
<i>On-Site Support</i>	<i>Requires Separate SOW</i>	<i>TBD in conjunction with SOW</i>

**PROFESSIONAL SERVICE RATES**

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	\$125 /hr.
Integration Lead/DBA	\$125 /hr.
IT Project Manager	\$110 /hr.
Billing Team Lead	\$104 /hr.
Network Admin	\$105 /hr.

## SOFTWARE & SERVICES SUMMARY

Streamlined RANT® & DUI-RANT™

**Treatment Research Solutions at  
Public Health Management Corporation  
(PHMC)**

**Contact:**

**Meghan Love**

**Product Director**

Treatment Research Solutions @

Public Health Management

Corporation

1500 Market Street

Centre Square, East Tower, 15<sup>th</sup> fl.

Philadelphia, PA 19102

[mlove@tri.phmc.org](mailto:mlove@tri.phmc.org)

(215) 399-0990

**Treatment Research Solutions @ Public Health Management Corporation (PHMC)** professional services to Licensee as requested by Licensee consisting of:

### Network Services

Hosting and maintenance of the streamlined RANT® and DUI-RANT™ websites and the underlying server and networking infrastructure.

Availability of a “help desk” by phone or email messages to answer substantive questions about the intent of the RANT and DUI-RANT websites.

### Additional Requirements

Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC’s customary hourly rate outlined in **SCHEDULE A – LICENSING AND DEVELOPMENT FEES**. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

### Maintenance and Support Escalation Procedures

PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

**Priority Level HIGH:** PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

**Priority Level MEDIUM:** PHMC assigns a Client Support representative to begin an update, and provides

additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.

**Priority Level LOW:** PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Severity Level'	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
<b>Severity Level 1</b>	Within 1 business hours	Continuous effort until Resolved	By Licensee agreement	Within 1 business Day	Director of Client Services or the equivalent
<b>Severity Level 2</b>	4 business Hours	Workaround or include fix in next Maintenance Release	Every other working day	Within 2 business Days	Director of Client Services or the equivalent
<b>Severity Level 3</b>	8 business Hours	Update may be included in Next Maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent