

# HUNT COUNTY COURT AT LAW NO. 2

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097



Dear Judge Stovall:

As you may be aware, there is an increasing need for the use of interpreters in the court system. The courts must use interpreters for individuals who do not speak English in court for all docket settings, pleas, trials and other contested matters. Additionally, interpreters are required when defense attorneys meet with their non-English speaking clients.

Supply for interpreters is low, and costs are high. For example, Sonia Sanchez, a licensed Spanish interpreter for our area charges \$150 per hour with a 4-hour minimum. One session with Mrs. Sanchez costs \$600, even if the session lasts only 5 minutes. Additionally, Mrs. Sanchez charges a \$300 cancellation fee. Katy Almaguer, an unlicensed Spanish interpreter, charges \$100 per hour with a 2-hour minimum. One session with Mrs. Almaguer costs \$200, even if the session lasts only 5 minutes only 5 minutes. These services are not available on demand and must be scheduled usually weeks in advance.

When possible, the courts attempt to offset these costs by using interpretation services provided by the Office of Court Administration (OCA), a free service. However, there is a limit to the services provided by the OCA. The services (1) are only available for courtroom hearings; (2) must be scheduled in advance; (3) are limited to non-contested criminal matters; and (4) are limited to 30-45 minutes in duration.

The Jeenie Enterprise service that I am requesting approval of would help fill the gaps in interpretation services and reduce costs. Jeenie Enterprise is an on-demand service that allows translation in Spanish and approximately 300 other languages, including American Sign Language. Furthermore, there is no required minimum bill for their interpretation services. Regarding the fiscal note, Spanish interpretation is .80 cents per minute making a 1-hour use of the service only \$48.00.

In addition to the use of Jeenie Enterprise by the courts and attorneys, the service could be used by other departments and staff, such as the Justice of the Peace, the Sheriff's office, the constables, both clerk's offices, the prosecutor's office and the tax office.

at 12:30 o'clock PM
JUN 1 0 2025
BECKY LANDRUM County Clerk, Hunt County, Tex.

Be advised, there are areas where Jeenie Enterprise will not be a solution. The courts will still need Licensed interpreters for trials and other contested hearings. However, the addition of Jeenie Enterprise will fill gaps in required interpretation services, allow for use by other departments to assist the public when necessary and greatly reduce the costs of interpretation services for the entire County.

There are no upfront costs for the service. The contract calls for their services to be billed monthly based on usage. I am attaching a copy of the proposed Jeenie Enterprise contract for your review. I am available to answer any questions concerning this proposal. I am requesting that this proposal be added to the next agenda for approval by Commissioner's Court.

Sincerely, Judge Joel D. Littlefield Hunt County Court at Law No. Commissioner Mark Hutchins Commissioner David Monroe

JDL/ah C: Auditor Commissioner Gary Smith Commissioner Steve Harrison

#### Jeenie Enterprise SOW

This Statement of Work ("**SOW**") is entered into as of the date fully executed below ("**SOW Effective Date**") by and between Jeenie, Inc. d/b/a Jeenie<sup>®</sup> ("**Jeenie**") and the customer identified below ("**Customer**"), and is governed by the Enterprise Agreement between the Parties dated May 6th, 2025 ("**Agreement**"). This SOW is hereby incorporated into the Agreement, and in the event of a conflict between the Agreement and this SOW, the terms of the Agreement will control. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

Prepared For		Billing Contact Information	
Customer:	Hunt County	Account Number	32799140369
Name	Judge Bobby Stovall	Billing Contact	Kelsey Crowther
Email	bstovall@huntcounty.net	Billing Contact Email	payables@huntcounty.net
Phone	903-408-4146	Billing Contact Phone	903-408-4121
Address	2507 Lee Street	Address	2507 Lee Street
City	Greenville	City	Greenville
State/Province	Texas	State/Province	Texas
Postal/Zip code	75401	Postal/Zip code	75401
Country	United States	Country	United States

Start Date	5/6/2025
SOW Term	3 Years
Preferred Payment Method	Wire/ACH

#### **Description of Fees**

#### **Subscription Plan**

Enterprise subscription for thirty-six (36) months of services on the Jeenie Platform

sage Fees he following rates	apply unless othe	rwise noted under	Additional Terms b	elow:	
Language Category	Spanish	Common Languages	Rare & Indigenous Languages	ASL	CDI
Per-Minute Rate:	\$0.80/minute	\$1.00/minute	\$2.00/minute	\$1.50/minute	\$5.00/minute

**Billing Terms**: All fees are due within thirty (30) days from the invoice date (**net 30 days**). All fee payment obligations are non-cancellable, and all fees paid are non-refundable.

**Preferred Payment Method**: Jeenie offers two primary options for monthly billing: 1) Jeenie will automatically charge the credit card on file for optimal convenience at the end of each month, 2) Jeenie will invoice Customer at the end of each month for prompt payment via credit card or ACH. Monthly charges will include Per Minute Usage Fees from the previous month, as well as any applicable Subscription fees, and monthly charges for other services may include, but are not limited to, Per Word Fees from , as well as other additional project charges such Preliminary Engineering, DTP Localization, QA among others based upon the project requirements.

If Customer elects to keep a credit card on file with Jeenie, Customer authorizes Jeenie to charge such credit card all fees due and payable to Jeenie during each month of the SOW Term. Customer shall immediately notify Jeenie of any change in your payment information to maintain its completeness and accuracy. Customer agrees to have sufficient funds or credit available to ensure that the fees are collectible by Jeenie. Customer's failure to provide accurate payment information to Jeenie or Jeenie's inability to collect payment constitutes Customer's material breach of this SOW.

## ACCEPTED AND AGREED:

JEENIE, INC.

Dv	
Ву	
Name	
Title	
Date	
Email for notices:	

HUNT COUNTY

Name.

Title. Date.

Email for notices: <u>Ahenderson@huntcount</u>.net bstovay@huntcounty.net

#### **ENTERPRISE AGREEMENT**

THIS ENTERPRISE AGREEMENT (this "**Agreement**") is effective as of 5/6/2025 the "**Effective Date**") and made between JEENIE, INC. d/b/a Jeenie<sup>®</sup>, with a place of business at 1816 Redwood Terrace, NW, Washington, District of Columbia 20012 ("**Jeenie**") and <u>HUNT COUNTY</u>, with a place of business at <u>2507 LEE</u> <u>STREET, GREENVILLE, TEXAS 75401</u> ("Customer"). Each of Jeenie and Customer may be referred to individually as a "Party" or together as the "Parties."

#### 1. DUTIES OF JEENIE

- 1.1 Services. Jeenie will provide the scheduled and/or on-demand video and audio interpreting and language services, translation services, transcription services and any other related services requested by Customer ("Services") described in Exhibit A and agreed to by the Parties pursuant to one or more SOWs signed by both parties ("SOW"). The Services will be made available via Jeenie's proprietary platform application and programming interfaces ("Jeenie Platform"), subject to Customer's (and each of Customer's end user's) agreement to Jeenie's terms of use agreement available at <a href="https://jeenie.com/terms-of-use/">https://jeenie.com/terms-of-use/</a>, which is incorporated herein by reference.
- 1.2 **Support.** Subject to the terms and conditions of this Agreement, Jeenie shall exercise commercially reasonable efforts to (a) provide support for the Jeenie Platform to the Customer during the Term; and (b) keep the Jeenie Platform operational and available to Customer, in each case in accordance with its standard policies and procedures. Notwithstanding the foregoing, Customer hereby acknowledges that Jeenie's ability to resolve network or access related issues is dependent upon receiving support and assistance from one or more of Jeenie's network or communications providers, as well as support from Customer's personnel.

#### 2. DUTIES OF CUSTOMER

#### 2.1 **Customer Network Connectivity and Compatibility.**

(a) Customer shall provide, at its own cost and expense, a wireless or wired network or data network, plus Internet bandwidth, compatible with and sufficient to support the Jeenie Platform to be used at Customer's facility.

(b) Jeenie shall not be held liable or considered to be in breach of this Agreement if Customer network connectivity interferes with the quality of its Services.

- 2.2 **Equipment and Hardware.** Customer is responsible for securing and maintaining the devices, equipment, and other hardware necessary to access the Jeenie Platform to receive the Services ("**Hardware**"). Customer (and not Jeenie) will be responsible in the event that any Hardware impairs or adversely impacts the Jeenie Platform or the Services.
- 2.3 **Facilities.** As between the Parties, Customer shall be responsible for the security, care, cleanliness (including sterility), custody and control of the Customer facilities. Customer shall obtain all consents and approvals from third parties (including any landlord) that may be necessary for the Services to be provided to Customer at the Customer facilities. Customer shall remain responsible for all obligations relating to such third parties.
- 2.4 Notices/Consents. Customer acknowledges and agrees that the Services may enable Customer's patients (or their families, parents, or other applicable person or entity)("Users") to communicate with Customer, including audio and video conversations occurring via the Jeenie Platform, and that such conversations (including audio and video interactions) may be recorded by Jeenie on behalf of Customer in connection with Jeenie's performance of the Services. Customer represents and warrants that it has all necessary rights and has provided all required notices and obtained all consents necessary (i) for the provision of any data or information made available by Jeenie or any of its Users, including personal information related thereto ("User Data") to Jeenie, including in connection with the foregoing phone and video communications and the recording thereof; (ii) to

otherwise enable Jeenie's collection, recording, deidentification and other processing of User Data as contemplated by this Agreement, including as necessary to provide the Services; and (iii) to enable Jeenie to train and otherwise improve its machine learning and artificial intelligence algorithms using deidentified User Data. Jeenie shall not be responsible for the failure of Customer to obtain any required consents or to provide any required notices.

#### 3. BILLING AND PAYMENT

- 3.1 Fees. In consideration for Jeenie providing its Services and access to the Jeenie Platform to Customer and the rights granted to Customer under this Agreement, Customer will pay to Jeenie the fees set forth in the applicable SOW (the "Fees") pursuant to the fee schedule set forth therein. The Fees may comprise of a monthly or annual subscription fee, payable on a monthly basis in each instance ("Subscription Fee") and usage fees calculated based on a per-minute basis ("Usage Fees") further described in Exhibit A. Except as otherwise set forth on a SOW, Customer shall make all payments of Fees to Jeenie in accordance with the following terms. Fees will remain the same during the Initial Term, but may be increased for any Renewal Terms upon 30 days' written notice to Customer. Any and all payments of Fees shall be made exclusively in U.S. Dollars.
- 3.2 **Invoices; Taxes.** Except as otherwise provided in the applicable SOW, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. All amounts not paid within thirty (30) days of the applicable invoice date shall bear interest at the rate of one-and-a-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. All fees, charges and other amounts are exclusive of any sales, use, excise, value added or other applicable taxes, tariffs or duties; Jeenie shall be solely responsible for its net income taxes, and Customer shall be solely responsible for all other taxes, tariffs, or duties.
- 3.3 **Disputes.** If Customer disputes any portion of an invoice, Customer shall timely pay the undisputed invoiced amount and provide Jeenie, within thirty (30) days of invoice date, a written statement supporting Customer's position regarding the dispute. Upon resolution of the disputed portion, any amounts owed to Jeenie shall be paid with interest at the rate set forth above accruing from the date such amounts were originally due.
- 3.4 **Usage and Fee Reporting.** Jeenie will provide access to monthly usage and fee reporting for Customer.

## 4. TERM AND TERMINATION

- 4.1 **Term.** Unless terminated as provided herein, the term of this Agreement shall commence on the Effective Date listed above and shall be twelve (12) months "**Initial Term**"), and unless terminated as provided in this Agreement, shall renew for additional one-year terms (each a "**Renewal Term**") unless either Party delivers written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. The Initial Term and Renewal Term(s) are collectively referred to as the "**Term**".
- 4.2 **Breach.** If either Party breaches a material term of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party and demand performance. If the breaching Party fails to cure the breach to the reasonable satisfaction of the non-breaching Party within thirty (30) days of the written notice, the non-breaching Party may terminate this Agreement immediately thereafter. Notwithstanding the foregoing, if either Party's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the other Party, or any failure by Customer to perform its duties set forth in this Agreement, the first Party shall not be deemed in breach of its obligation under this Agreement or otherwise liable for any costs, charges of losses sustained or incurred by the other Party, in each case, to the extent arising directly or indirectly from such prevention or delay.

- 4.3 **Termination for Non-payment; Suspension of Service**. If Customer defaults in the payment of any amount due and payable under this Agreement, and does not cure such default within thirty (30) days after written notice thereof by Jeenie, then Jeenie may thereafter, at its option, immediately terminate this Agreement or suspend performance of the Services until such time as Customer cures such non-payment. No failure by Jeenie to request any such payment or to demand any such performance will be deemed a waiver by Jeenie of Customer's obligations or a waiver of Jeenie's right to terminate this Agreement.
- 4.4 Effect of Termination. Without exception, within 30 days from expiration or termination of this Agreement for any reason each Party shall return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information (as defined below), and Customer shall pay, within 30 days of invoice, any Fees for the Services rendered prior to the effective date of termination. Notwithstanding the termination or expiration of this Agreement in accordance with this Section 4, Customer's obligation to pay Jeenie any outstanding fees and any other amounts owed, the provisions in Sections 4.4, 5, 6, 7, 8 and 9, as well as any right or obligation of the Parties in this Agreement, which by its nature, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement. Nothing in the foregoing shall be construed to limit any remedies which a non-breaching Party may have upon a breach of or default under this Agreement by the breaching Party.

#### 5. INTELLECTUAL PROPERTY

- 5.1 **Jeenie's Intellectual Property.** Jeenie is, and shall remain, the sole and exclusive owner of all right, title, interest in and to all documents, trade secrets, data, know-how, methodologies, software and other materials, including, without limitation, the Jeenie Platform, provided by or used by Jeenie in connection with performing the Services (the "Jeenie Materials"), including all intellectual property rights, therein.
- 5.2 Customer Intellectual Property. Customer is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all documents, data and other materials provided to Jeenie by Customer, including any data or information provided to Jeenie hereunder (the "Customer Materials"). Jeenie shall have no right or license to use the Customer Materials except to the extent necessary to provide the Services to Customer, as required by law, and to maintain internal billing records, subject to Section 6 below; provided, however, that Jeenie retains the right to use, exploit and retain any data generated from the Services pursuant to this Agreement, but only in an aggregate, summarized or otherwise deidentified form such that the identity of the Customer, patients, and other users are not apparent and have been de identified in accordance with applicable law and regulations, as applicable. Further, any data or information collected through the Jeenie Platform will be treated and may be used by Jeenie in accordance with its privacy policy available at https://www.jeenie.com/docs/legal/privacy.html. All other rights in and to the Customer Materials are expressly reserved by Customer.

#### 6. CONFIDENTIALITY

**"Confidential Information**" means any oral, written, graphic or machine-readable information including, but not limited to, that is or which relates to information that is treated as confidential by a Party.

No Party shall disclose Confidential Information except to authorized persons of the Party receiving the Confidential Information (the "**Receiving Party**"). All Parties shall hold Confidential Information in strict confidence and shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this Agreement. Jeenie shall not remove any Confidential Information from the Customer location without advance written approval from that Customer. The Parties acknowledge and agree that no Protected Health Information ("**PHI**"), as that term is defined pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), is required by Jeenie for the

performance by Jeenie of the Services hereunder. The parties agree that any processing of PHI to the extent Customer is a "covered entity" or "business associate" under HIPAA will be subject to Jeenie's Business Associate Agreement in the form attached hereto as **Exhibit B**, which is incorporated herein by reference. In the event Customer elects to record any audio or video content in conjunction with its use of the Services (including the Jeenie Platform), Customer agrees to comply with all applicable laws, rules, and regulations with respect to such recording, and obtain and provide all necessary notices, consents, and permissions to record such audio or video, and Jeenie disclaims all liabilities arising from or in connection with Customer's recording and/or use of any such audio or video content.

Notwithstanding the foregoing, neither Party shall have liability to the other with regard to any Confidential Information of the other which the Receiving Party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the party disclosing the Confidential Information (the "**Disclosing Party**"); (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; *provided*, *however*, that the Receiving Party otherwise treat such Confidential Information as confidential in accordance with this Section, and further shall provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

#### 7. DISCLAIMER OF WARRANTIES; DAMAGES; LIMITATION OF LIABILITY; MEDICAL DIAGNOSIS

- 7.1 **Disclaimer of Warranties.** Except for any express warranties provided herein or in a SOW, each Party hereby disclaims all warranties, either express, implied, statutory, or otherwise under this Agreement, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- 7.2 Damages; Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 7.2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING ANY LOSS OF GOODWILL, LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL ANY PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO JEENIE IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY IN THIS SECTION 7.2 SHALL NOT APPLY TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; (II) AMOUNTS PAYABLE TO JEENIE FOR SERVICES AND/OR(III) DAMAGES OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR INTENTIONAL ACTS.
- 7.3 **Medical Diagnosis, Treatment, & Billing**. The parties acknowledge that Customer and/or its healthcare providers are ultimately responsible for the delivery of clinical health care services and for making the medical decisions related to patients' medical care. Neither the Jeenie Platform, nor any Services delivered by Jeenie makes clinical or other decisions and is not a substitute for competent, properly trained, and knowledgeable staff who bring professional judgment to information provided by the Software or the Services.

#### 8. INDEMNIFICATION.

- 8.1 Each Party (the "**Indemnifying Party**") shall defend, indemnify, save and hold harmless the other Party, and the officers, directors, agents, employees and affiliates of the other Party, from and against any and all damages, losses, liabilities, costs, claims, fines, penalties or expenses, including reasonable attorneys' fees and expenses, the other Party incurs in connection with any third-party claims, actions, suits, demands or proceedings ("**Losses**") arising out of or related to (i) the Indemnifying Party's material breach of any covenant, representation or warranty contained in this Agreement, (ii) any gross negligence, fraud or willful misconduct of any of the Indemnifying Party or its officers, directors, employees, affiliates or agents with respect to this Agreement, or (iii) any claim that a Party's other products or services infringe any patent, copyright, Mark or other third-party proprietary right.
- 8.2 Each Party agrees (i) to promptly notify the other Party in writing of any indemnifiable claim, (ii) to give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the indemnifying Party's expense and (iii) to cooperate fully with the Indemnifying Party, at the indemnifying Party's expense, in defending or settling such claim, provided, that the Indemnifying Party shall not, without the other Party's written consent, enter into a settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material obligation to or materially prejudice or detrimentally impact the indemnified Party. Each Party reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by the other Party.
- 8.3 Except as otherwise provided herein, neither Party shall have any liability to the other Party or any of such Party's clients or customers: (i) arising out of the other Party's performance of this Agreement, or (ii) for any personal injury, product liability or other claim arising from the other Party's promotion, sale or distribution of that other Party's products or services.

#### 9. GENERAL PROVISIONS.

- 9.1 **Amendment; Waiver; Entire Agreement.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by an authorized representative of each Party. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement, including its Exhibits, constitutes the parties' entire agreement relating to its subject matter. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement.
- 9.2 **Assignment**. Neither Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, upon notice to the other Party, to an affiliate, or other person or corporate entity resulting from a sale, merger or other transaction involving the transfer of the Party's assets, stock and/or business.
- 9.3 **Independent Contractor; Subcontractors.** Jeenie will perform its obligations under this Agreement as an independent contractor to Customer, and Jeenie, its agents, employees and subcontractors, their agents and employees shall not be employees of Customer. Jeenie may hire subcontractors to perform work under this Agreement; provided that Jeenie will remain responsible for the performance of its obligations under this Agreement.

- 9.4 **Notices**. Whenever one Party is required or permitted to give notice to the other, such notice shall be deemed given: when delivered by hand; one business day after being given to a nationally-recognized overnight carrier; when sent by confirmed email or facsimile (to the address or number set forth on the signature page hereto) if sent during normal business hours of the recipient, and if not during normal business hours of the recipient, then on the next business day; or three (3) days after the day of mailing, when mailed through, registered post acknowledgement due, postage prepaid, and in each case, addressed the Parties as provided in the prologue of this Agreement. Either Party may from time to time change its address for notification purposes by giving the other thirty (30) days' prior written notice, in accordance with this Section, of the new address and the date upon which it shall become effective.
- 9.5 **Severability.** If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 9.6 **Third Party Beneficiaries.** The Parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either Jeenie or Customer.
- 9.7 **Force Majeure.** Neither Party shall be liable for any failure to fulfill its obligations hereunder due to causes beyond its control, including acts or omissions of government or military authority, acts of God (including earthquakes and floods), shortages of materials, explosions, embargoes, telecommunications failures (including any systemic Internet failures and any interruptions in services of any of Jeenie's network or communications service providers), transportation delays, fires, labor disturbances, riots or wars, provided, that if either Party shall be unable substantially to fulfill its obligations under this Agreement for a period of greater than 60 days, the other Party shall be permitted to terminate this Agreement upon ten days written notice, without penalty.
- 9.8 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, the legal relations between the Parties and the adjudication and enforcement thereof shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware (excepting only those conflict of law provisions which would serve to defeat the operation of Delaware substantive law). Each of the Parties hereto hereby submits to the jurisdiction of the courts of the District of Columbia in any proceeding for the enforcement of this Agreement to arbitrate and for the enforcement of the award rendered by the arbitrators, and agree that judgment upon such award may be entered in any court, in or out of the District of Columbia, having jurisdiction thereof.
- 9.9 **Binding Effect; Counterparts; Facsimile Execution.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Facsimile or PDF execution and delivery of this Agreement is legal, valid and binding execution and delivery hereof for all purposes.
- 9.10 **Government Users**. If Customer is a U.S. Government agency, Customer agrees that the Software is a commercial item that has been developed at private expense and not under a Government contract. Government rights relating to the Software are limited to those rights applicable to the Customer under this Agreement, which is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.
- 9.11 **Cost Reporting**. Customer will fully and accurately account for, report in any applicable cost reports, or otherwise fully disclose to government program payors, all products, services, and other items provided to Customer by Jeenie, including any discounts, in compliance with all applicable laws

(including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state programs).

- 9.12 **Attachments.** The following Exhibits are attached hereto and incorporated by this reference.
  - Exhibit A Reservation and Cancellation Policies
  - Exhibit B Business Associate Agreement

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of each of the Parties hereto as of the date first above written.

JEENIE, INC.

HUNT COUNTY

Ву
Name
Title
Date
Email for notices:

A
By.
Name, Bobby W. Stovall
Title. County Judge
Date. (0.10.2025
Email for notices: <u>Ohenderson@huntcounty</u> . net bstorall@huntcounty. net
bstorall@huntcounty.net
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#### **EXHIBIT A - RESERVATION AND CANCELLATION POLICIES**

Interpreters may be requested 24 hours per day, 365 days per year for Pre-Scheduled Calls and/or On-Demand Calls (as defined below).

Customer may schedule calls in advance via the Jeenie Platform by contacting Jeenie to reserve an interpreter for a predetermined duration at a future point in time ("**Pre-Scheduled Calls**"). For Pre-Scheduled Calls, Jeenie agrees to use its best efforts to provide interpreters at the designated times, dates and locations requested by Customer; provided, however, that for any request for a Pre-Scheduled Call within 24 hours of the requested call time (or for ASL, within three business days), Jeenie cannot guarantee that any such emergency requests will be filled.

For a Pre-Scheduled Call, Customer will be charged for a per-minute Usage Fee, with a minimum charge for the time reserved. For example:

- If a call is reserved for 60 minutes, but Customer is a no-show, cancels, or modifies the time outside of either the 24-hour window to cancel a Pre-Scheduled Call for all languages except ASL (three business days for ASL) ("**Cancellation Window**") or the 24-hour window to modify a Pre-Scheduled Call for all languages except ASL (three business days for ASL) ("**Modification Window**"), Customer will be charged for 60 minutes. This charge for the cancellation of a Pre-Scheduled Call outside the Cancellation Window and/or for the modification of a Pre-Scheduled Call outside the Modification Window is the "**Cancellation Fee**."
  - Reserved calls must be cancelled or modified within the Cancellation Window or Modification Window, or Customer will be charged a Cancellation Fee.
- If a call is reserved for 60 minutes, but it only lasts 15 minutes, Customer will be charged for 60 minutes.
- If a call is reserved for 60 minutes, but the duration is 75 minutes, Customer will be charged for 75 minutes. The amount of time that a Pre-Scheduled Call runs over the amount of time that was set constitutes "**Overage Time**," and the fees charged for such Overage Time constitute "**Overage Fees**."
  - **Note**: If a session goes into Overage Time, Jeenie cannot guarantee that the Customer's scheduled interpreter will be able to remain on the Pre-Scheduled Call. Customers should reserve a session duration that best matches the period of time for which the interpreter is anticipated to be needed.
- If a call is reserved for 60 minutes, but the Customer requests a live call at that exact time on the Jeenie Platform ("**On-Demand Call**") instead of joining the Pre-Scheduled Call via the Upcoming Call Menu, Customer will be charged for the 60 minutes reservation <u>and</u> Customer's On-Demand Call.

Jeenie interpreters will wait for fifteen (15) minutes after the reserved start time of a call. If the Customer has not joined the call, the call will be canceled and Customer will be subject to a Cancellation Fee.

For all Pre-Scheduled Calls, Customer must provide a direct telephone number and email address of the individual who is receiving the video and audio interpreting language services through the Jeenie Platform.

• This is critical to confirm any last-minute instructions or changes. If Jeenie cannot reach the person conducting the appointment, it cannot guarantee that the call will take place properly as scheduled and Client may be charged for the minimum as described above.

For all Pre-Scheduled Calls taking place outside of the Jeenie Platform (e.g., on Doxy, Google Meet, etc.),

Customer must provide a link for such Pre-Scheduled Call at the time of the request.

.

• If the link is not provided in advance, the Customer's request will be cancelled and need to be rescheduled through another reservation.

Jeenie may also provide access to document translation and transcription services on a per project basis, as identified on a SOW or as otherwise mutually agreed in writing. For certain projects and language needs, Jeenie may rely on third-party service providers.

#### **EXHIBIT B - BUSINESS ASSOCIATE AGREEMENT**

#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (this "**Agreement**") is entered into by and between: Hunt County ("**Covered Entity**") and Jeenie, Inc. ("**Business Associate**"), on 5/6/2025. ("**Effective Date**") for the purposes of complying with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("**HIPAA**") and the security provisions of the American Recovery and Reinvestment Act of 2009, also known as the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**").

#### WITNESSETH

**WHEREAS**, Covered Entity is a covered entity as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information; and

**WHEREAS**, Business Associate has entered or may enter into an agreement or agreements with Covered Entity ("**Service Agreement**"), pursuant to which Business Associate may receive Protected Health Information for or on behalf of Covered Entity; and

**WHEREAS**, Business Associate is providing services pursuant to the Service Agreement and may receive limited Protected Health Information for or on behalf of Covered Entity, Business Associate shall become a Business Associate of Covered Entity, as such term is defined under HIPAA, and will therefore have obligations regarding the confidentiality and privacy of Protected Health Information that Business Associate receives from or on behalf of, Covered Entity.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements contained herein, the parties hereto agree as follows:

**1. DEFINITIONS**. For the purposes of this Agreement, capitalized terms shall have the meanings ascribed to them below. All capitalized terms used but not otherwise defined herein will have the meaning ascribed to them by HIPAA.

(a) "Protected Health Information" or "PHI" is any information, whether oral or recorded in any form or medium that is created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity, that identifies an individual or might reasonably be used to identify an individual and relates to: (i) the individual's past, present or future physical or mental health; (ii) the provision of health care to the individual; or (iii) the past, present or future payment for health care.

(b) "Secretary" shall refer to the Secretary of the U.S. Department of Health and Human Services.

(c) "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary (e.g., encryption). This definition applies to both hard copy PHI and electronic PHI.

#### 2. OBLIGATIONS OF BUSINESS ASSOCIATE

#### (a) General Compliance with Law

Business Associate warrants that it, its agents and its subcontractors: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (ii) shall not use or disclose PHI other than as permitted or required by this Agreement or required by law; (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity; and (iv) shall only use and disclose the minimum necessary PHI for its specific purposes.

#### (b) Use and Disclosure of Protected Health Information

Subject to the restrictions set forth throughout this Agreement, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate, such as customer service and quality assurance related activities; or (ii) to carry out the legal responsibilities of Business Associate.

Subject to the restrictions set forth in throughout this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that: (i) disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate is permitted, for Data Aggregation purposes to the extent permitted under HIPAA, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this Agreement with PHI, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity.

Business Associate may de-identify any and all PHI created or received by Business Associate under this Agreement or the Service Agreement. Once PHI has been de-identified pursuant to 45 CFR 164.514(b), such information is no longer Protected Health Information and no longer subject to this Agreement.

#### **Covered Entity Obligations**

To the extent that Business Associate is to carry out any of Covered Entity's obligations that are regulated by HIPAA, Business Associate shall comply with the HIPAA requirements that apply to the Covered Entity in the performance of such obligation.

#### (c) Safeguards

Business Associate shall employ appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to protect the confidentiality of PHI and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement. Business Associate shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this Agreement.

## (d) Availability of Books and Records

Business Associate shall permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI in order to ensure that Covered Entity and/or Business Associate is in compliance with the requirements of HIPAA.

#### (e) Individuals' Rights to Their PHI

#### (i) Access to Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for access to PHI pursuant to 45 CFR Section 164.524, Business Associate, within ten (10) business days upon receipt of written request by Covered Entity, shall make available to Covered Entity such PHI. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as Required by Law, only Covered Entity will be responsible for releasing PHI to an Individual pursuant to such a request. Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR Section 164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

#### (ii) Amendment of Information

To the extent Business Associate maintains PHI in a Designated Record Set, in order to allow Covered Entity to respond to a request by an Individual for an amendment to PHI, Business Associate shall, within ten(10) business days upon receipt of a written request by Covered Entity, make available to Covered Entity such PHI. In the event that any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five(5) business days.

Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment to PHI and Business Associate will make no such determinations. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR Section 164.526, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

Within ten (10) business days of receipt of a request from Covered Entity to amend an individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526.

#### (iii) Accounting of Disclosures

In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR Section 164.528, Business Associate shall, within ten (10) business days of a written request by Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI. At a minimum, Business Associate shall provide Covered Entity with the following information: (a)

the date of the disclosure; (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure. In the event that any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days. Covered Entity will be responsible for preparing and delivering an accounting to Individual. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this Agreement.

## (g) Disclosure to Subcontractors and Agents

Notwithstanding anything to the contrary in the Services Agreement or this Agreement, Business Associate, subject to the restrictions set forth in this provision, may use subcontractors to fulfill its obligations under this Agreement. Business Associate shall obtain and maintain a written agreement with each subcontractor or agent that has or will have access to PHI, which is received from, or created or received by, Business Associate for or on behalf of Covered Entity, pursuant to which such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.

## (h) Reporting Obligations

In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than ten (10) business days after the date the Breach is discovered. Notice of a Breach shall include, to the extent such information is available: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.

In the event of a use or disclosure of PHI that is improper under this Agreement but does not constitute a Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.

In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within ten (10) business days of the date on which Business Associate becomes aware of such Security Incident. The parties acknowledge that unsuccessful Security Incidents that occur within the normal course of business shall not be reported pursuant to this Agreement. Such unsuccessful Security Incidents include, but are not limited to, port scans or "pings," and unsuccessful log-on attempts, broadcast attacks on Business Associate's firewall, denials of service or any combination thereof if such incidents are detected and neutralized by Business Associate's anti- virus and other defensive software and not allowed past Business Associate's firewall.

Business Associate will identify and respond internally to any suspected or known Breach of any Unsecured PHI, Security Incident or other improper use or disclosure of PHI, and will mitigate, to the extent practicable, their harmful effects, document their outcomes, and provide documentation of any successful Security Incident and Breach of any Unsecured PHI to Covered Entity upon request.

## 3. OBLIGATIONS OF COVERED ENTITY.

## (a) Permissible Requests

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate applicable federal and state laws if such use or disclosure were made by Covered Entity. Covered Entity may request Business Associate to disclose PHI directly to another party only for the purposes allowed by HIPAA and the HITECH Act.

## (b) Notifications

Covered Entity shall notify Business Associate of any limitation in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## 4. TERM AND TERMINATION.

## (a) General Term and Termination

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed, returned to Covered Entity, or protections are extended.

#### (b) Material Breach

Where either party has knowledge of a material breach by the other party, the non-breaching party shall provide the breaching party with an opportunity to cure. Where said breach is not cured to the reasonable satisfaction of the non-breaching party within twenty (20) business days of the breaching party's receipt of notice from the non-breaching party of said breach, the non-breaching party shall, if feasible, terminate this Agreement and the portion(s) of the Service Agreement affected by the breach. Where either party has knowledge of a material breach by the other party and cure is not possible, the non-breaching party shall, if feasible, terminate this Agreement this Agreement and the portion(s) of the Service Agreement affected by the service Agreement affected by the breach.

## (c) Return or Destruction of PHI

Upon termination of this Agreement for any reason, Business Associate shall: (i) if feasible as determined by Business Associate, return or destroy all PHI received from, or created or received by Business Associate for or on behalf of Covered Entity that Business Associate or any of its subcontractors and agents still maintain in any form, and Business Associate shall retain no copies of such information; or (ii) if Business Associate determines that such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, in which case Business Associate's obligations under this Section shall survive the termination of this Agreement.

#### 5. MISCELLANEOUS.

## (a) Amendment

If any of the regulations promulgated under HIPAA or the HITECH Act are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations.

## (b) Interpretation

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA and the HITECH Act.

## (c) Conflicting Terms

In the event that any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

## (d) Notices

Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. Notices shall be deemed given upon receipt. Notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

COVERED ENTITY: Hunt County

ADDRESS:

CONTACT:

If to Business Associate:

Global Professional Search, Inc. d/b/a Jeenie, 1816 Redwood Terrace, NW Washington, District of Columbia 20012 Attn: Kirsten Brecht Baker, Chief Executive Officer

#### (e) Severability

The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

**IN WITNESS WHEREOF**, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

JEENIE, INC. By	
Name	
Title	
Date	

1., 1.

HUNT COUNTY
By.
Name. Bobby W-Storay
Title. County Judge
Date. L. 10:2025

Christie Wooten

From:	
Sent:	
To:	
Cc:	
Subject.	

Jessica Sims Wednesday, June 11, 2025 10:20 AM Becky Landrum Christie Wooten; Chad Dawson Proposed Jeenie Contract

From: Matthew Letourneau <<u>mletourneau@jeenie.com</u>> Sent: Monday, May 19, 2025 9:56 PM To: Amenda Henderson <<u>ahenderson@huntcounty.net</u>> Subject: Re: Proposed Jeenie Contract

Caution! This message was sent from outside your organization.

Hi Amenda, those changes are agreeable!

## jeenie

#### Matt LeTourneau (He/Him)

Senior Account Executive M&R Support, Legal, Education

Schedule a meeting

mletourneau@jeenie.com

- J (703) 772-8632



This email is confidential and intended only for the specified recipient. No part of this message may be shared with a third party without the sender's written consent. If you received this message by mistake, please reply accordingly to this message and then delete it.

#### On Fri, May 16, 2025 at 12:02 PM Amenda Henderson <<u>ahenderson@huntcounty.net</u>> wrote:

We are ready to move forward on submitting the contract to the Commissioners Court for approval. However, there is an issue with the contract. As this service will be used for confidential communications between clients and attorneys, these communications cannot be recorded by Jeenie. Therefore, the Judge has made revisions to Sections 2.4 and 5.2 of the proposed contract you submitted. The County's ability to enter into the contract is dependent on the revisions to Sections 2.4 and 5.2 of the proposed contract you for the proposed contract attached hereto.

## **Amenda Henderson**

#### **Court Coordinator**

Hunt County Court at Law No. 2

P.O. Box 1097

Greenville, Texas 75403-1097

(903) 408-4234 Phone

(903) 408-4239 Fax

ahenderson@huntcounty.net

#### \*\*\*\*\*\*\*\*\* **PLEASE NOTE** \*\*\*\*\*\*\*\*\*

You **MUST** include yourself and all parties as service contacts when e-filing with the Court. If you do not include yourself as a service contact, you will not receive copies of signed Judicial Orders, Judgments or Orders Setting Hearing. Please review the Policies and Procedures for the Hunt County Court at Law No. 2 **PRIOR** to filing a Request for Court Setting. Policies and Procedures, Court Calendar, Requests for Court Setting, ZOOM ID / link, PDF fillable forms and other information can be found by visiting the Court's website at https://www.huntcounty.net/page/hunt.ccal2. The Court periodically updates forms on the website, so **please double check that you are using the most recent version of the forms** the Court provides on the website. For online access to view and print documents that are on file with the Hunt County Clerk, please visit <u>https://portaltxhunt.tylertech.cloud/Portal</u>. Document availability is only available to attorneys that are listed as an official attorney of record on the case you are attempting to access.

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