

# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** August 10, 2016

**SUBJECT:** Approval to Enter into the Best and Final Negotiated Contract for Medical & Dental and Mental Health Services

Nuestra Clinica Del Valle, Inc.	Dental
Nuestra Clinica Del Valle, Inc.	Medical
Dr. Bose, Industrial and Family Medicine, PLLC, dba, Industrial Health Works	Medical
Amando O. Gonzalez	Mental Health
Therapy Express Children's Rehabilitation Center, LLC	Mental Health

**RATIONALE/NEED:** To obtain medical & dental and mental health services for our Head Start Children for the new school year 2016-2017, as approved by Commissioner's Court on 06/20/16.

**RECOMMENDATION:** Administration recommends approval.

**COST:** Head Start funds for this project are available.

**RELATED INFORMATION INCLUDED:** Scope of Services and Contract

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**INITIATED BY:** Ambrosio Tovar, Procurement Director

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**PROGRAM DIRECTOR'S APPROVAL:** Jeren Flores

**NUESTRA CLINICA DEL VALLE, INC.**  
**DENTAL SERVICES**

CONTRACT FOR SERVICES  
MEDICAL AND DENTAL  
C-16-002-08-01-B

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS CONTRACT (The "Contract") is made effective the **1<sup>st</sup>** day of **August** , **2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Nuestra Clinica del Valle, Inc. (hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program;

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. The term of this Contract shall commence on August 1, 2016 and shall terminate on the **31<sup>st</sup>** day of **July, 2017** unless extended or earlier terminated as provided herein. This Contract may be extended for an additional one year on terms and condition if Program elects to do so by providing written notice to Provider.
2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the

performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
Attn: Mrs. Elma Keller, CFO  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County:           Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

If to Provider:        Nuestra Clinica del Valle  
P.O. BOX 1689  
Pharr, TX 78577

7. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).
- D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties. If the

Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contract or in the selection of associates, employees, or independent providers.
- J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.
- K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business

Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved as to form:  
Oxford & Gonzalez

By: \_\_\_\_\_  
Ricardo Gonzalez

Approved as to form:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

Approved by Policy Council: 6/15/2016  
Approved by Commissioner's Court:

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Nuestra Clinica del Valle Inc. (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.
  - a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.
  - b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

- c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

## 2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.
- g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
- h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

- i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).
- k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

- l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
- n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.
- p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

- q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

- a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.
- b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

- a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
  - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
  - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
  - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.
  - c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

- (1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.
  - (2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.
5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.
  6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.
  7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
  8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
  9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores  
Title: Executive Director  
Address: Hidalgo County Head Start Program  
P. O. Box 0117  
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department and Division: \_\_\_\_\_  
Address: \_\_\_\_\_

Provider/Associate  
\_\_\_\_\_  
\_\_\_\_\_

Program /Covered Entity  
Hidalgo County Head Start Program

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## Exhibit A

### Description of Services – Dental Health Services

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **“Dental Health Form”** will be shown with date of exam, signature of the Provider referral and or treatment done.
2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
  - a. A visual examination
  - b. X-Rays
  - c. Prophylaxis (cleaning)
  - d. Nutritional Counseling
  - e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended “List of Providers” by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **“HEAD START: Dental Health Form”** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **“HEAD START: Dental Health Form”** with child's name and address.

# Exhibit B Fee Schedule

## Nuestra Clinica Del Valle Dental 2016

**Fee Schedule for Services:** Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
a. Initial Oral Examination	\$ 45.00
b. Periodic Oral Examination	\$ 35.00
c. Emergency Oral Examination	\$ 35.00
d. Bite-wing Radiographs (four (4) films)	\$ 10.00
e. Topical Application of Flouride (including prophylaxis)	\$ 40.00
f. Nutritional Counseling	\$ 0.00

## HEALTH CARE PROFESSIONAL LIABILITY POLICY COVERAGE SUMMARY

1. Policyholder's Name and Address:

Texas Association of Community Health Centers Purchasing Gro  
ATTN: Sandra Thompson Insurance Program Specialist  
5900 Southwest Parkway  
Building 3  
Austin, TX 78735

2. Policy Number: MP81837

3. Policy Period: From 6/30/2016 to 6/30/2017 12:01 a.m. at the address of the policyholder as stated above.

4. Total Premium: \$221,326

5. Schedule of Insureds (Primary Coverage)

The following are Insureds under the policy, with the following respective limits of liability:

<u>Name</u>	Primary Limits of Liability				<u>Deductible</u>	<u>Premium</u>
	<u>Retroactive Date</u>	<u>Each Professional Incident</u>	<u>Annual Aggregate</u>			
<b>INSURED ORGANIZATIONS</b>						
Asian American Health Coalition	4/23/2014	\$500,000	\$3,000,000		N/A	
Atascosa Health Center	2/15/1988	\$500,000	\$3,000,000		N/A	
Barrio Comprehensive Family Health Care Center, Inc.	11/12/1988	\$500,000	\$3,000,000		N/A	
Brazos Valley Community Action Agency, Inc.	4/5/1994	\$500,000	\$3,000,000		N/A	
Brownsville Community Health Center	7/17/1988	\$500,000	\$3,000,000		N/A	
Cactus Health Services, Inc.	4/19/2004	\$500,000	\$3,000,000		N/A	
Centro San Vicente	7/1/2000	\$500,000	\$3,000,000		N/A	
Centro de Salud Familiar La Fe, Inc.	12/9/1992	\$500,000	\$3,000,000		N/A	
Community Action Corp. of South Texas	9/29/2011	\$500,000	\$3,000,000		N/A	
Community Health Center of Lubbock	4/27/1992	\$500,000	\$3,000,000		N/A	
Community Health Development, Inc.	1/1/1989	\$500,000	\$3,000,000		N/A	
Community Health Service Agency, Inc.	10/1/1988	\$500,000	\$3,000,000		N/A	
Cross Timbers Community Health Services, Inc.	10/24/1985	\$500,000	\$3,000,000		N/A	
East Texas Border Health Clinic	7/22/2014	\$500,000	\$3,000,000		N/A	
East Texas Community Health Services, Inc.	4/1/1988	\$500,000	\$3,000,000		N/A	
El Centro de Corazon	9/1/2015	\$500,000	\$3,000,000		N/A	
Ellis County Coalition for Health Options	9/29/2014	\$500,000	\$3,000,000		N/A	
Fort Bend Family Health Center	10/1/2003	\$500,000	\$3,000,000		N/A	
Frontera Healthcare Network	10/29/2007	\$500,000	\$3,000,000		N/A	
Gateway Community Health Centers, Inc.	4/1/1988	\$500,000	\$3,000,000		N/A	
Gulf Coast Health Center, Inc.	4/1/1990	\$500,000	\$3,000,000		N/A	
Heart of Texas Community Health Center	5/15/2001	\$500,000	\$3,000,000		N/A	

Primary Limits of Liability

<u>Name</u>	<u>Retroactive Date</u>	<u>Each Professional Incident</u>	<u>Annual Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
<b>INSURED ORGANIZATIONS</b>					
Houston Community Health Centers, Inc.	10/17/2003	\$500,000	\$3,000,000	N/A	
La Esperanza Community Health Center	4/11/1994	\$500,000	\$3,000,000	N/A	
Longview Wellness Center	12/2/2014	\$500,000	\$3,000,000	N/A	
Martin Luther King, Jr. Family Clinic, Inc.	8/1/1988	\$500,000	\$3,000,000	N/A	
Mission East Dallas	6/30/2014	\$500,000	\$3,000,000	N/A	
North Central Texas Community Health Care Center, Inc.	7/1/1994	\$500,000	\$3,000,000	N/A	
North Texas Area Community Health Centers, Inc.	11/1/2007	\$500,000	\$3,000,000	N/A	
Nuestra Clinica del Valle	9/1/1989	\$500,000	\$3,000,000	N/A	
Pasadena Health Center	8/9/2004	\$500,000	\$3,000,000	N/A	
Presidio County Health Services	8/12/2013	\$500,000	\$3,000,000	N/A	
Shackelford County Community Resource Center	4/28/2014	\$500,000	\$3,000,000	N/A	
South Central Houston Action Council, Inc.	10/18/2007	\$500,000	\$3,000,000	N/A	
South Plains Rural Health Services, Inc.	6/1/1988	\$500,000	\$3,000,000	N/A	
South Texas Rural Health Services, Inc.	11/1/1989	\$500,000	\$3,000,000	N/A	
Spring Branch Community Health Center	6/9/2015	\$500,000	\$3,000,000	N/A	
Stephen F. Austin Community Health Center, Inc.	5/31/2013	\$500,000	\$3,000,000	N/A	
Su Clinica Familiar	4/29/1988	\$500,000	\$3,000,000	N/A	
Texas Association of Community Health Centers Purchasing Gro	6/30/2000	\$100,000	\$300,000	N/A	\$221,326
United Medical Centers	9/1/1989	\$500,000	\$3,000,000	N/A	
Vida Y Salud Health Systems, Inc.	4/30/1988	\$500,000	\$3,000,000	N/A	

6. Professional Legal Defense Coverage

Limits of Liability NOTE: These limits apply only to legal expenses incurred by covered insureds under the Professional Legal Defense Coverage Part, and not to defense costs incurred which are otherwise covered under the Professional Liability Coverage Part or other parts of the policy.

	<u>Each Medical Incident</u>
Each Covered Investigation	\$100,000
Each Policy Period	\$0



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd. #105 McAllen TX 78501	<b>CONTACT NAME:</b> Martha Guerrero <b>PHONE (A/C No. Ext):</b> 956-682-9423 <b>E-MAIL ADDRESS:</b> mguerrero@higginbotham.net	<b>FAX (A/C. No.):</b> 817-882-9284
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NUEST Nuestra Clinica Del Valle Inc. P.O. Box 1689 Pharr TX 78577	<b>INSURER A:</b> Texas Mutual Insurance Company <b>NAIC#</b> 22945	
	<b>INSURER B:</b> The Travelers Lloyds Insurance Co <b>41262</b>	
	<b>INSURER C:</b> Security National Insurance Co <b>33120</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES      CERTIFICATE NUMBER: 1678769279      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6806C7662001442	12/21/2015	12/21/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SPP1111969	10/26/2015	10/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSP0001093256	12/2/2015	12/2/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Hidalgo County Head Start Program 1901 W. State Hwy 107 McAllen TX 78504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Nuestra Clinica del Valle  
Pharr, TX United States

Certificate Number:  
2016-67639

Date Filed:  
06/08/2016

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County Head Start Program

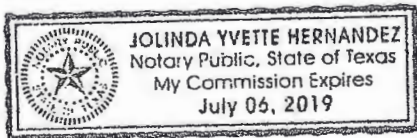
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C-16-002-08-01-B  
Dental

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ramirez Torres, Lucy	Pharr, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Lucy Ramirez Torres*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lucy Ramirez Torres, this the 8th day of June, 2016, to certify which, witness my hand and seal of office.

*Jolinda Y. Hernandez*  
Signature of officer administering oath

Jolinda Y. Hernandez  
Printed name of officer administering oath

Adm. Assistant  
Title of officer administering oath

**NUESTRA CLINICA DEL VALLE, INC.  
MEDICAL SERVICES**

CONTRACT FOR SERVICES  
MEDICAL AND DENTAL  
C-16-002-08-01-A

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS CONTRACT (The "Contract") is made effective the 1<sup>st</sup> day of **August** ,  
2016 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter  
the "Program") a federally funded program under the auspices of HIDALGO COUNTY,  
TEXAS, a political subdivision of the State of Texas and Nuestra Clinica del Valle, Inc.  
(hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a  
description of each service is attached hereto as Exhibit "A" and incorporated herein for  
all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this  
Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the  
provision of services to the participants of the Program;

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms  
and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. The term of this Contract shall commence on August 1, 2016 and shall terminate on the **31<sup>st</sup> day of July, 2017** unless extended or earlier terminated as provided herein. This Contract may be extended for an additional one year on terms and condition if Program elects to do so by providing written notice to Provider.
2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the

performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
Attn: Mrs. Elma Keller, CFO  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County:           Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

If to Provider:        Nuestra Clinica del Valle  
P.O. BOX 1689  
Pharr, TX 78577

7. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).
- D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties. If the

Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contract or in the selection of associates, employees, or independent providers.
- J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.
- K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business

Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved as to form:  
Oxford & Gonzalez

By: \_\_\_\_\_  
Ricardo Gonzalez

Approved as to form:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

Approved by Policy Council: 6/15/2016  
Approved by Commissioner's Court:

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Nuestra Clinica del Valle Inc. (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

- 1. Definitions.
  - a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.
  - b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

- c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

## 2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.
- g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
- h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

- i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).
- k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

- l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
- n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.
- p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

- q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

- a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.
- b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

- a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
  - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
  - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
  - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.
6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.
7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.
- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.
14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.
15. Representatives and Notice.
- a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.
  - b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores  
Title: Executive Director  
Address: Hidalgo County Head Start Program  
P. O. Box 0117  
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Department and Division: \_\_\_\_\_  
Address: \_\_\_\_\_

Provider/Associate  
\_\_\_\_\_  
\_\_\_\_\_

Program /Covered Entity  
Hidalgo County Head Start Program

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# Exhibit A

## Description of Services – Medical Service

The provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of "**HEAD START: PHYSICAL EXAM AND ASSESSMENT**" signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

# Exhibit B

## Fee Schedule

<b>NUESTRA CLINICA DEL VALLE, INC</b> 2016-2017
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**Fee Schedule for Services:** Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
1 Complete THS (Head To Toe Assessment)	
to include the following:	
a. Medical History	No Charge
b. Physical Examination	\$25.00
c. Measurements (Height/Weight/BMI/Blood Pressure)	\$10.00 each
d. Sensory Screening (Vision & Hearing)	No Charge
e. Tuberculin Screening-new patient	\$18.00
f. Tuberculin Screening-establish patient	\$13.00
g. Laboratory (Lead, Hgb or Hct)	\$10.00/Hct & Hgb \$20.00 Lead
h. Immunizations	\$5.00
i. Anticipatory Guidance	No Charge

## HEALTH CARE PROFESSIONAL LIABILITY POLICY COVERAGE SUMMARY

1. Policyholder's Name and Address:

Texas Association of Community Health Centers Purchasing Gro  
ATTN: Sandra Thompson Insurance Program Specialist  
5900 Southwest Parkway  
Building 3  
Austin, TX 78735

2. Policy Number: MP81837

3. Policy Period: From 6/30/2016 to 6/30/2017 12:01 a.m. at the address of the policyholder as stated above.

4. Total Premium: \$221,326

5. Schedule of Insureds (Primary Coverage)

The following are insureds under the policy, with the following respective limits of liability:

<u>Name</u>	Primary Limits of Liability				<u>Deductible</u>	<u>Premium</u>
	<u>Retroactive Date</u>	<u>Each Professional Incident</u>	<u>Annual Aggregate</u>			
<b>INSURED ORGANIZATIONS</b>						
Asian American Health Coalition	4/23/2014	\$500,000	\$3,000,000		N/A	
Atascosa Health Center	2/15/1988	\$500,000	\$3,000,000		N/A	
Barrio Comprehensive Family Health Care Center, Inc.	11/12/1988	\$500,000	\$3,000,000		N/A	
Brazos Valley Community Action Agency, Inc.	4/5/1994	\$500,000	\$3,000,000		N/A	
Brownsville Community Health Center	7/17/1988	\$500,000	\$3,000,000		N/A	
Cactus Health Services, Inc.	4/19/2004	\$500,000	\$3,000,000		N/A	
Centro San Vicente	7/1/2000	\$500,000	\$3,000,000		N/A	
Centro de Salud Familiar La Fe, Inc.	12/9/1992	\$500,000	\$3,000,000		N/A	
Community Action Corp. of South Texas	9/29/2011	\$500,000	\$3,000,000		N/A	
Community Health Center of Lubbock	4/27/1992	\$500,000	\$3,000,000		N/A	
Community Health Development, Inc.	1/1/1989	\$500,000	\$3,000,000		N/A	
Community Health Service Agency, Inc.	10/1/1988	\$500,000	\$3,000,000		N/A	
Cross Timbers Community Health Services, Inc.	10/24/1985	\$500,000	\$3,000,000		N/A	
East Texas Border Health Clinic	7/22/2014	\$500,000	\$3,000,000		N/A	
East Texas Community Health Services, Inc.	4/1/1988	\$500,000	\$3,000,000		N/A	
El Centro de Corazon	9/1/2015	\$500,000	\$3,000,000		N/A	
Ellis County Coalition for Health Options	9/29/2014	\$500,000	\$3,000,000		N/A	
Fort Bend Family Health Center	10/1/2003	\$500,000	\$3,000,000		N/A	
Frontera Healthcare Network	10/29/2007	\$500,000	\$3,000,000		N/A	
Gateway Community Health Centers, Inc.	4/1/1988	\$500,000	\$3,000,000		N/A	
Gulf Coast Health Center, Inc.	4/1/1990	\$500,000	\$3,000,000		N/A	
Heart of Texas Community Health Center	5/15/2001	\$500,000	\$3,000,000		N/A	

Primary Limits of Liability

<u>Name</u>	<u>Retroactive Date</u>	<u>Each Professional Incident</u>	<u>Annual Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
<b>INSURED ORGANIZATIONS</b>					
Houston Community Health Centers, Inc.	10/17/2003	\$500,000	\$3,000,000	N/A	
La Esperanza Community Health Center	4/11/1994	\$500,000	\$3,000,000	N/A	
Longview Wellness Center	12/2/2014	\$500,000	\$3,000,000	N/A	
Martin Luther King, Jr. Family Clinic, Inc.	8/1/1988	\$500,000	\$3,000,000	N/A	
Mission East Dallas	6/30/2014	\$500,000	\$3,000,000	N/A	
North Central Texas Community Health Care Center, Inc.	7/1/1994	\$500,000	\$3,000,000	N/A	
North Texas Area Community Health Centers, Inc.	11/1/2007	\$500,000	\$3,000,000	N/A	
Nuestra Clinica del Valle	9/1/1989	\$500,000	\$3,000,000	N/A	
Pasadena Health Center	8/9/2004	\$500,000	\$3,000,000	N/A	
Presidio County Health Services	8/12/2013	\$500,000	\$3,000,000	N/A	
Shackelford County Community Resource Center	4/28/2014	\$500,000	\$3,000,000	N/A	
South Central Houston Action Council, Inc.	10/18/2007	\$500,000	\$3,000,000	N/A	
South Plains Rural Health Services, Inc.	6/1/1988	\$500,000	\$3,000,000	N/A	
South Texas Rural Health Services, Inc.	11/1/1989	\$500,000	\$3,000,000	N/A	
Spring Branch Community Health Center	6/9/2015	\$500,000	\$3,000,000	N/A	
Stephen F. Austin Community Health Center, Inc.	5/31/2013	\$500,000	\$3,000,000	N/A	
Su Clinica Familiar	4/29/1988	\$500,000	\$3,000,000	N/A	
Texas Association of Community Health Centers Purchasing Gro	6/30/2000	\$100,000	\$300,000	N/A	\$221,326
United Medical Centers	9/1/1989	\$500,000	\$3,000,000	N/A	
Vida Y Salud Health Systems, Inc.	4/30/1988	\$500,000	\$3,000,000	N/A	

6. Professional Legal Defense Coverage

Limits of Liability NOTE: These limits apply only to legal expenses incurred by covered insureds under the Professional Legal Defense Coverage Part, and not to defense costs incurred which are otherwise covered under the Professional Liability Coverage Part or other parts of the policy.

	<u>Each Medical Incident</u>
Each Covered Investigation	\$100,000
Each Policy Period	\$0



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N. McColi Rd. #105 McAllen TX 78501	CONTACT NAME: Martha Guerrero
	PHONE (BIZ. No., Ext.): 956-682-9423 FAX (BIZ. No.): 817-882-9284
	E-MAIL ADDRESS: mguerrero@higginbotham.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Texas Mutual Insurance Company NAIC # 22945
	INSURER B: The Travelers Lloyds Insurance Co 41262
	INSURER C: Security National Insurance Co 33120
	INSURER D:
	INSURER E:
	INSURER F:

INSURED NUEST  
Nuestra Clinica Del Valle Inc.  
P.O. Box 1689  
Pharr TX 78577

COVERAGES CERTIFICATE NUMBER: 1678769279 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJ. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6806C7662001442	12/21/2015	12/21/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SPP1111969	10/26/2015	10/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001093256	12/2/2015	12/2/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - EA EMPLOYEE \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Hidalgo County Head Start Program 1901 W. State Hwy 107 McAllen TX 78504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Nuestra Clinica del Valle  
Pharr, TX United States

Certificate Number:  
2016-67631

Date Filed:  
06/08/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County Head Start Program

Date Acknowledged:

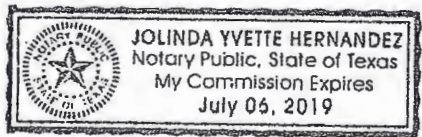
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C-16-002-08-01-A  
Medical

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ramirez Torres, Lucy	Pharr, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Lucy Ramirez Torres*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lucy Ramirez Torres this the 8th day of June, 2016, to certify which, witness my hand and seal of office.

*Jolinda Y. Hernandez*      Jolinda Y. Hernandez      Adm. Assistant  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**DR. BOSE**  
**MEDICAL SERVICES**

CONTRACT FOR SERVICES  
MEDICAL AND DENTAL  
C-16-002-08-01-C

STATE OF TEXAS           &  
COUNTY OF HIDALGO   &

THIS CONTRACT (The "Contract") is made effective the 1<sup>st</sup> day of **August** ,  
**2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter  
the "Program") a federally funded program under the auspices of HIDALGO COUNTY,  
TEXAS, a political subdivision of the State of Texas and Dr. Bose Industrial & Family  
Medicine, PLLC (hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a  
description of each service is attached hereto as Exhibit "A" and incorporated herein for  
all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this  
Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the  
provision of services to the participants of the Program;

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms  
and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

- A. 1. The term of this Contract shall commence on August 1, 2016 and shall terminate on the **31<sup>st</sup>** day of **July, 2017** unless extended or earlier terminated as provided herein. This Contract may be extended for an additional one year on terms and condition if Program elects to do so by providing written notice to Provider.
2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the

performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
Attn: Mrs. Elma Keller, CFO  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

If to Provider: Dr. Bose Industrial & Family Medicine, PLLC.  
801 E. Nolana Ste. 6  
McAllen, TX 78504

7. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).
- D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties. If the

Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contract or in the selection of associates, employees, or independent providers.
- J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.
- K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business

Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved as to form:  
Oxford & Gonzalez

By: \_\_\_\_\_  
Ricardo Gonzalez

Approved as to form:  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

Approved by Policy Council: 6/15/2016  
Approved by Commissioner's Court:

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Dr. Bose Industrial & Family Medicine, PLLC. (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.
  - a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.
  - b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

- c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

## 2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.
- g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
- h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

- i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).
- k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

- l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
- n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.
- p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

- q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

- a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.
- b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

- a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
  - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
  - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
  - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.
  - c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.
6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.
7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

# Exhibit A

## Description of Services – Medical Service

The provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of "**HEAD START: PHYSICAL EXAM AND ASSESSMENT**" signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT**" form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores  
Title: Executive Director  
Address: Hidalgo County Head Start Program  
P. O. Box 0117  
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department and Division: \_\_\_\_\_  
Address: \_\_\_\_\_

Provider/Associate  
\_\_\_\_\_  
\_\_\_\_\_

Program /Covered Entity  
Hidalgo County Head Start Program

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## Exhibit B

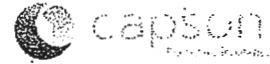
### Fee Schedule-Medical Services

Dr. Bose Industrial & Family Medicine, PLLC.  
2016-2017

**Fee Schedule for Services:** Fees should not exceed Medicaid Allowable reimbursements.

1 The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
1. complete THS (Head To Toe Assessment)	\$
to include the following:	
a Medical History	\$ phys exam fee
b Physical Examination	\$ 35.00
c. Measurements (Heights/Weights/BMI/Blood Pressure)	\$ phys exam fee
d. Sensory Screening (Visions & Hearing)	\$ phys exam fee
e Tuberculin Screening	\$ 15.00
f Tuberculin Screening-establish patient	\$ 15.00
g Laboratory (Lead, Hgb or Hct)	\$ phys exam fee
h Immunizations	\$ 5.00
i. Anticipatory Guidance	\$ phys exam fee



Capson Physicians Insurance Company  
A Stock Insurance Company  
Claims-Made  
Certificate of Insurance

Named Insured: Sarojini G. Bose, MD, PA  
Specialty: Entity  
Address: 801 E. Nolana  
Suite 13-A  
McAllen, TX 78504  
Policy Number: G000185  
Policy Period: 07/14/2015 to 07/14/2016  
Retroactive Date: 12/01/2002  
All dates are as of 12:01 a.m. standard time at the address of the Named Insured

Coverage:

Professional Liability  
Per Claim Limit of Liability: \$200,000  
Annual Aggregate Limit of Liability: \$600,000

Certificate Holder Name & Address:

This Certificate of Insurance does not amend, extend or alter the coverage afforded under the above-referenced policy. Should coverage be amended, altered, or canceled, the obligation to notify the certificate holder, if any, is solely that of the Named Insured and failure to provide such notice shall impose no obligation or liability of any kind upon Capson Physicians Insurance Company, its agents or representatives. This Certificate of Insurance does not confer any rights or obligations other than the rights or obligations conveyed by the policy referenced herein. The terms of the above-referenced policy shall control over the terms of this Certificate of Insurance.

Authorized Representative: 

Issue Date: 07/13/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Jose M Davila Insurance Agency 3000 N McColl Rd Ste A1 McAllen TX 78501		<b>CONTACT NAME:</b> Jose Davila <b>PHONE (A/C, No, Ext):</b> 956-683-0500 <b>FAX (A/C, No):</b> 866-686-5391 <b>E-MAIL ADDRESS:</b> jdavila@farmersagent.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Dr. Bose Industrial & Family Medicine, PLLC DBA Industrial Health Works 801 EE Nolana Ste 9 McAllen TX 78504		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Truck Insurance Exchange <b>INSURER B:</b> Texas Mutual <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			604082557	05/24/2016	05/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			604082557	05/24/2016	05/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below.			0001288105	05/22/2016	05/22/2017	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Hidalgo County Head Start Program 1901 W State Highway 107 McAllen TX 78504	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
DR BOSE INDUSTRIAL & FAMILY MEDICINE  
MCALLEN, TX United States

Certificate Number:  
2016-69391

Date Filed:  
06/13/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
HIDALGO CO. HEADSTART PROGRAM

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
C-16-002-08-01-C  
MEDICAL CLINIC

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BOSE, SAROJINI	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Sarayu Boto  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the 16<sup>th</sup> day of June, 2016, to certify which, witness my hand and seal of office.

Febe G. Alcantar Febe G. Alcantar

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**AMANDO O. GONZALEZ**  
**MENTAL HEALTH SERVICES**

CONTRACT FOR SERVICES  
MENTAL HEALTH  
C-16-003-08-01-A

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS CONTRACT (The "Contract") is made effective the 1<sup>st</sup> day of **August** ,  
**2016** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter  
the "Program") a federally funded program under the auspices of HIDALGO COUNTY,  
TEXAS, a political subdivision of the State of Texas and Amando O. Gonzalez  
(hereinafter "Provider") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a  
description of each service is attached hereto as Exhibit "A" and incorporated herein for  
all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this  
Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the  
provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms  
and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual  
responsibilities with respect to the use and /or disclosure, safeguarding, and  
transmission of Protected Health Information ("PHI") and electronic Protected Health

Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

2. 1. The term of the Contract shall commence on **August 1, 2016** and shall terminate on the **31<sup>st</sup> day of July, 2017** unless extended or earlier terminated as provided herein. This Contract for Services may be extended for an additional one year on terms and condition if Program elects to do so providing written notice to Provider.
2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and

expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
Attn: Mrs. Elma Carrera, Chief Financial Officer  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this

Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to Provider. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

If to Provider: Amando O. Gonzalez  
203 E. Business 83, Ste. 106  
Weslaco, TX 78596

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

- C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).
- D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties If the

Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.

- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contact or in the selection of associates, employees, or independent providers.
- J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the Services.
- K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for

Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.

L. **Entire Contract.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.

M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
Amando O. Gonzalez

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr, County Clerk

Approved as to form:  
Oxford & González

By: \_\_\_\_\_  
Ricardo González

Approved as to form:  
Atlas, Hall & Rodriguez, LLP

By: \_\_\_\_\_  
Stephen L. Crain

Approved by Policy Council: 6/15/2016  
Approved by Commissioner's Court: 6/20/2016

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Amando O. Gonzalez (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.
  - a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.
  - b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

- c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

## 2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.
- g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
- h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

- i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).
- k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

- I. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
  
- m. Associate Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
  
- n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  
- o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.
  
- p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

- q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

- a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.
- b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

- a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
  - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
  - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
  - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.
  - c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual Contract of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.
6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.
7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### 10. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.
- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

- a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.
- b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores  
Title: Executive Director  
Address: Hidalgo County Head Start Program  
P. O. Box 0117  
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Amando O. Gonzalez  
Title: Owner  
Department and Division: \_\_\_\_\_  
Address: 203 E. Business 83 ste. 106.  
Weslaco, TX 78596

Provider/Associate

\_\_\_\_\_

Program /Covered Entity  
Hidalgo County Head Start Program

By: \_\_\_\_\_  
Amando O. Gonzalez

By: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **Exhibit A**

### **Description of Mental Health Services**

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

- (a) Assist in planning mental program activities.
- (b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
- (c) Perform Classroom Observations.
- (d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
- (e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
- (f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
- (g) Advise in the utilization of other community resources and referrals.
- (h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
- (i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

- (a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
- (b) Information released on a referral form will remain specific to the need for referral and services being requested.
- (c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize cost reimbursement due to Program.

#### **IN – KIND SERVICE BY CONTRACTOR:**

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
  - (a) Classroom Observation and recommendation
  - (b) Developmental evaluation
  - (c) Individual / family counseling (per hour)
  - (d) Workshop / In-Service / Training

Exhibit B  
Fee Schedule-Mental Health

AMANDO O. GONZALEZ

**Fee Schedule for Services:**

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	\$135.00
b. Medication Management Follow-Up	N/A
c. Workshops/Training/or In-Service (Upon Arrangements Made)	\$135.00
d. Classroom Observations	\$100.00
e. Individual and/or family counseling to those children and families	\$90.00
Family	
f. Play Therapy(individual)	\$90.00
g. Psychological Testing	N/A





HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURENCE POLICY FORM

Print Date: 11/10/2015

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0285306314 from 11/07/15 to 11/07/16 at 12:01 AM Standard Time

Named Insured and Address:
Amando O Gonzalez
1010 Lost Meadows Dr
Donna, TX 78537-9536

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty: Licensed Professional Counselor Code: 80723 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures.

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Extension Name, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

General Liability

General Liability \$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121501-C, G-53752-C42, G-145184-A, G-147292-A, GSL15563, etc.

Handwritten signatures of Thomas F. Motamed (Chairman of the Board) and John M. Walker (Secretary)

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

Affidavit & Indemnity Agreement

Date: 5/4/2016

Affiant: [REDACTED]

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amando O. Gonzalez states (s)he is a sole proprietor doing business as Professional Counsler as a Licensed Professional with Hidalgo County Head Start Program under RFQ-2016-003-05-06 dated April 5, 2016. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

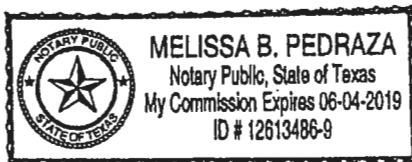
Further Affiant sayeth not.



Amando O. Gonzalez Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 4th May 2016

Notary Public, State of Texas Melissa B. Pedraza



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2016-54792

Date Filed:  
 05/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
 Amando Gonzalez  
 Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
 Hidalgo County Head Start Program

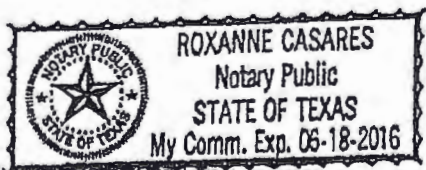
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
 2016-003-05-06  
 Mental Health Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Amando	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP/ SEAL ABOVE

*[Handwritten Signature]*  
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Amando D. Gonzalez, this the 13 day of May, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
 Signature of officer administering oath

Roxanne Casares  
 Printed name of officer administering oath

Pr. Manager  
 Title of officer administering oath

**THERAPY EXPRESS**  
**MENTAL HEALTH SERVICES**

CONTRACT FOR SERVICES  
MENTAL HEALTH  
C-16-003-08-01-E

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO    &

THIS CONTRACT (The "Contract") is made effective the 1<sup>st</sup> day of **August** ,  
2016 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter  
the "Program") a federally funded program under the auspices of HIDALGO COUNTY,  
TEXAS, a political subdivision of the State of Texas and Therapy Express Children's  
Rehabilitation Center, LLC (hereinafter "Provider") to serve at the pleasure of the  
Program.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a  
description of each service is attached hereto as Exhibit "A" and incorporated herein for  
all purposes;

WHEREAS, the Provider has agreed to provide the services enumerated in this  
Contract for the Program;

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the  
provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider;

WHEREAS, the Provider will examine and treat the program participants on the terms  
and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual  
responsibilities with respect to the use and /or disclosure, safeguarding, and

transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164.

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

2. 1. The term of the Contract shall commence on **August 1, 2016** and shall terminate on the **31<sup>st</sup> day of July, 2017** unless extended or earlier terminated as provided herein. This Contract for Services may be extended for an additional one year on terms and condition if Program elects to do so providing written notice to Provider.
2. Provider represents that Provider is licensed by the State of Texas and qualified to perform and execute the services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services"). If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.
3. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit and inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The

Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

4. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
Attn: Mrs. Elma Carrera, Chief Financial Officer  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that Provider does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any

federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Contract.

6. The Program and the Provider agree that either party may terminate this Contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to Provider. Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

If to Provider: Therapy Express Children's Rehabilitation Center, LLC.  
Angela Treviño-Delgadillo  
111 W. US Highway 83  
San Juan, TX 78589

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program

under this Contract shall be bound by the provisions of the terms of this Contract. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Contract, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Contract was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and/or Program, any such claim(s) or action(s).

D. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Contract for one year from the date of termination of the Contract period on the same rate and terms as negotiated by the parties. If the Program elects to extend this Contract, Program shall provide ninety (90) days written notice of intention to extend this Contract to Provider prior to the expiration of this Contract.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Contract, the Program may terminate this Contract upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Contract or in the selection of associates, employees, or independent providers.
- J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of

the professional specialty relating to the Services.

- K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance. Provider shall comply with all HIPPA laws and regulations stated in 24 CFR Part 160 and Part 164.
- L. **Entire Contract.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by Program and Provider and not otherwise.
- M. **Immunities.** Nothing in this Agreement is intended to and **Program** does not hereby waive, release or relinquish any right to assert any of the defenses **Program** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **Program** as to any claim or action of any person, entity, or individual against **Program**.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY  
HEAD START PROGRAM

BY: \_\_\_\_\_  
Angela Treviño-Delgadillo

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Arturo Guajardo, Jr, County Clerk

Approved as to form:  
Oxford & González

By: \_\_\_\_\_  
Ricardo González

Approved as to form:  
Atlas, Hall & Rodriguez, LLP

By: \_\_\_\_\_  
Stephen L. Crain

Approved by Policy Council: 6/15/2016  
Approved by Commissioner's Court: 6/20/2016

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2016 between Therapy Express Children's Rehabilitation Center, LLC. (the "Provider") and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.
  - a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.
  - b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

- c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

## 2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an Contract with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent Contract. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.
- g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.
- h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

- i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).
- k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

- l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).
- n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, Contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure Contract, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, Contracts, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.
- p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

- q. **Restrictions and Confidential Communications.** Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

- a. **Safeguards During Transmission.** CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.
- b. **Notice of Changes.** CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

- a. **Material Breach.** In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

- (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
  - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
  - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
  - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.
- c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.
6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.
7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.
8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### 10. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.
- b. Amendment of Attachment A: Attachment A may be modified or amended by mutual Contract of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.
14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.
15. Representatives and Notice.
- a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.
  - b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores  
Title: Executive Director  
Address: Hidalgo County Head Start Program  
P. O. Box 0117  
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Angela Treviño-Delgadillo  
Title: Owner  
Department and Division: Therapy Express Children's Rehabilitation Center LLC.  
Address: 111 W. US Highway 83  
San Juan, TX 78589.

Provider/Associate  
Therapy Express Children's  
Rehabilitation Center LLC.

Program /Covered Entity  
Hidalgo County Head Start Program

By: \_\_\_\_\_  
Angela Treviño-Delgadillo

By: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **Exhibit A**

### **Description of Mental Health Services**

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

- (a) Assist in planning mental program activities.
- (b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
- (c) Perform Classroom Observations.
- (d) Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.
- (e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
- (f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
- (g) Advise in the utilization of other community resources and referrals.
- (h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
- (i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this Contract.

The program shall furnish the following services, date and information to Provider:

- (a) A completed referral on children exhibiting a typical and emotional behavior is referred by site staff or parental concern.
- (b) Information released on a referral form will remain specific to the need for referral and services being requested.
- (c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize cost reimbursement due to Program.

#### **IN – KIND SERVICE BY CONTRACTOR:**

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:
  - (a) Classroom Observation and recommendation
  - (b) Developmental evaluation
  - (c) Individual / family counseling (per hour)
  - (d) Workshop / In-Service / Training

Exhibit B  
Fee Schedule-Mental Health

**Therapy Express Children's Rehabilitation, LLC  
2016-2017**

**Fee Schedule for Services:**

Fees should not exceed Medicaid Allowable reimbursements.

The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Services	Fee
a. Clinical Intake/Developmental Assessment/Written Assessment	\$ 135.00
b. Medication Management Follow-Up	\$ N/A
c. Workshops/Training/or In-Service (Upon Arrangements Made)	\$ 135.00
d. Classroom Observations	\$ 100.00
e. Individual and/or family counseling to those children and families	\$ 90.00
Family	
f. Play Therapy(individual)	\$ 90.00
g. Psychological Testing	\$ N/A



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURENCE POLICY FORM



Print Date: 5/06/2016

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0596936618 from 09/19/15 to 09/19/16 at 12:01 AM Standard Time

Named Insured and Address:
Vanessa D Saenz
3408 Northern Lights Ave
Edinburg, TX 78541-4462

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty:
Licensed Professional Counselor

Code:
80723

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Extension Name, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 135.00

Base Premium \$135.00

Premium reflects Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C, G-53752-C42, G-145184-A, G-147292-A, etc.

Handwritten signatures of Thomas F. Motamed and another individual.

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Karina Martinez Insurance Agency Karina Marten Martinez 441 SW Business 83 Ste 2 McAllen TX 78501		<b>CONTACT NAME:</b> Karina Marten Martinez <b>PHONE:</b> (956) 827-2826 <b>FAX:</b> (956) 335-8811 <b>DATE, No. EXH:</b> <b>E-MAIL:</b> kmartinez@karinamrta.com <b>ADDRESS:</b>	
<b>INSURED</b> Therapy Express Children's Rehabilitation Center L.L.C. Angela Trevino 111 W 118 Highway 83 San Juan TX 78582		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Farmers Texas County Mutual Insurance Company <b>NAIC#</b> 24362 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MARKET	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CLASS		ISSUE		(MM/DD/YYYY)	(MM/DD/YYYY)	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT \$ PER POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOG OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EX. CONTRACTOR) MED EXP. (EX. SURG. FEES) PERSONAL & ADV. LIABILITY GENERAL AGGREGATE PRODUCTS - COMP. AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> HIRED AUTO ONLY <input checked="" type="checkbox"/> RCHEDULED AUTO <input type="checkbox"/> NON OWNED AUTO ONLY		4855-57-30	12/12/2015	12/21/2016	OWNED AUTO FLIRT (EX. RENTED) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (EX. RENTED) UMBRELLA BI (per a)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF. <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE AGGREGATE DEF.
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> EMPLOYER'S PARTNER/EXECUTIVE/OTHER MEMBER EXCLUDED (ins. group in NH) YES <input type="checkbox"/> NO <input type="checkbox"/> DESCRIPTION OF OPERATIONS:	Y/N	N/A			<input type="checkbox"/> NON STATUTE <input type="checkbox"/> OTHER FL EACH ACCIDENT FL EMPLOYER'S LIABILITY FL DISEASE BODILY LIABILITY

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (SIC) (NAICS) (NA), Additional Remarks Schedule, may be attached if more space is required)  
 2015 Audi A4 4D 2VD 2.0T Premium W5UAFAPL5FN018917

<b>CERTIFICATE HOLDER</b> Hidalgo County Head Start Program 120 State Hwy 107 Edinburg, TX 78541		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	
---	--	--	--

Affidavit & Indemnity Agreement

Date: 5/17/2016

Affiant: Therapy Express Children's Rehabilitation Center, LLC

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Angela Treviño - Delgadillo (s)he is a single member of Therapy Express Children's Rehabilitation Center, LLC. As a Mental Health Provider for Hidalgo County Head Start Program under Contract # C-16-003-08-01-E. Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Angela Treviño-Delgadillo  
Angela Treviño-Delgadillo

Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on May 23, 2016.

Notary Public, State of Texas Brenda Lynn Trevino



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Therapy Express Children's Rehabilitation Center, L.L.C  
San Juan, TX United States

Certificate Number:  
2016-56990

Date Filed:  
05/17/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County Head Start Program

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
C-16-003-08-01-E  
Mental Health

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Angela Treviño Delgadillo*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Angela Treviño Delgadillo, this the 17<sup>th</sup> day of May, 2016, to certify which, witness my hand and seal of office.

*Brenda Lynn Treviño* Signature of officer administering oath  
Brenda Lynn Treviño Printed name of officer administering oath  
Notary Public Title of officer administering oath