

**CONTINUATION COVERAGE SERVICES AGREEMENT**  
**C-18-254-12-04**

FILED  
AT 4:45 O'CLOCK P M  
**JAN 03 2019**  
ARTURO GUAJARDO, COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

This CONTINUATION COVERAGE SERVICES AGREEMENT (the "Agreement") is made as of December 04 2018 (the "Effective Date") by and between CONNECTYOURCARE, LLC, a Maryland limited liability company with its headquarters at 307 International Circle, Suite 200, Hunt Valley, Maryland, 21030 ("CYC") and County of Hidalgo, Texas, a political subdivision of the State of Texas ("County") with its headquarters at 100 East Cano, Edinburg, Texas 78539 with its headquarters at ("Employer"). Each of CYC and Employer are a "Party" and collectively, the "Parties".

**WHEREAS**, Employer has resolved to retain ConnectYourCare, LLC ("CYC") to assist with certain compliance requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, or other direct self-pay services (together, the "Continuation Coverage Services");

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and other consideration, the exchange, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Services:**

Administration and recordkeeping services specifically for continuation coverage under Continuation Coverage Services shall be allocated based on the Services Models provided in Exhibit B.

**2. Compensation:**

In consideration for the services provided hereunder, Employer shall pay CYC in accordance with the Fee Schedule provided in Exhibit A. CYC may amend the schedule for services not yet rendered upon giving notice in writing. Employer shall pay all invoiced fees by utilizing an Automated Clearing House ("ACH") Electronic Funds Transfer ("EFT"), and all fees are due upon receipt of CYC's invoice. Notwithstanding the foregoing, Employer's failure to pay fees due within ninety (90) days shall permit CYC to terminate the agreement.

**3. Term and Termination:**

- a. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of **thirty-six (36) months** (the "Initial Term"). After the Initial Term, this Agreement County shall have the option to renew and extend the term of this Agreement for three (3) additional one (1) year terms under the same rates terms and conditions unless either Party gives the required written notice of termination prior to the end of the then-current term. Any such notice by Employer must be received by CYC at least 90 days prior to the end of the then-current term.
- b. Early Termination. Either party may terminate this Agreement by providing written notice at least 90 days prior to the end of the Initial Term or subsequent Renewal Term. Such notice shall be deemed to have been received three (3) days after mailing in the U.S. mail or immediately upon receipt if delivered to the address set forth herein. The notice period may be waived by the party entitled to the notice.

**4. Use of Agents or Subcontractors:**

CYC may perform any of the services described in this Agreement through agents and subcontractors selected by CYC. CYC shall reasonably supervise any such agent or subcontractor, and the retention of agents or subcontractors shall not relieve CYC of its duties hereunder.

**5. CYC not Legal Counsel:**

Employer understands and agrees that it shall review with its legal and/or tax counsel all documents and information provided to it by CYC and that Employer shall consult such counsel on any questions concerning Employer's responsibilities under this Agreement, the HSA and the Program documents, and the legal sufficiency of any documents so provided. Employer understands that neither CYC nor any of CYC's other affiliates are permitted to provide Employer with legal or tax advice or otherwise engage in the practice of law. Employer acknowledges that it will not rely on any documents or information provided as if it were legal or tax advice, and CYC shall not be liable for any legal or tax consequences resulting from such reliance.

**6. Notice of Errors:**

All information supplied to Employer or participant will be deemed correct if notice of discrepancies is not given to CYC by the participant or Employer within ninety (90) days of issuance of the report statement, confirmation, or other information. After that period, CYC will correct statements or transactional errors reflected on these statements, but will not be liable for consequential damages due to any errors not reported within that period.

7. **Representations, Warranties, and Understandings:**

- a. Employer warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement, and shall not require any bond or security of CYC in the performance of its duties under this Agreement.
- b. Employer reserves full authority to make all decisions regarding its Continuation Coverage Services administration, including those duties and responsibilities delegated to CYC by this Agreement. In accordance with this Agreement, CYC will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.
- c. Employer shall take any and all necessary action and execute any and all necessary documents to authorize CYC to perform its functions and duties pursuant to this Agreement.
- d. Employer agrees to timely provide CYC with accurate information and/or documentation reasonably requested by CYC, which is necessary for CYC to fulfill the terms and conditions of this agreement.
- e. Employer agrees to indemnify, defend, and hold CYC, its representatives and employees harmless and to reimburse CYC for any losses CYC might suffer, of whatever nature or whatever source, including but not limited to Employer's failure to comply with its representations and warranties and with the terms and conditions of this Agreement, or to otherwise timely provide CYC with accurate information and/or documentation reasonably requested by CYC that is necessary for CYC to fulfill the terms and conditions of this Agreement.

8. **Limitation of Liability:**

- a. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, AS A RESULT OF ACTIONS OR OMISSIONS DURING THE TERM OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY EMPLOYER FOR THE SERVICES PROVIDED BY CYC FOR THE YEAR PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S LIABILITY FOR A BREACH OF ITS OBLIGATIONS HEREIN TO PROTECT CONFIDENTIAL INFORMATION.
- b. Exclusion of Consequential and Related Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OR LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Unforeseen Circumstances:**

CYC shall not be liable for any default or delay in the performance of its services under this Agreement if and to the extent such default or delay is primarily caused, directly or indirectly, by:

- a. Fire, flood, elements of nature or other acts of God;
- b. Any outbreak or escalation of hostilities, terrorist actions, war, riots or civil disorders in any country;
- c. Any act or omission of any governmental authority; or
- d. Nonperformance of a third party or any similar cause beyond the reasonable control of CYC, including without limitation, failures or fluctuations in telecommunications or other equipment.

In any such event, CYC shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and CYC continues to use reasonable efforts to recommence performance or observance as soon as practicable.

10. **Confidential Information:**

- a. Definition. The term "Confidential Information" shall mean the terms and conditions of this Agreement and all proprietary information, data, trade secrets, business information, financial information, tax and legal opinions, customer and prospect lists, supplier lists, business forecasts, processes, methodologies, algorithms, merchandising and marketing plans and materials, and other information of any kind whatsoever, the confidential or proprietary nature of which is reasonably apparent under the circumstances, and which: (i) a

- party or its affiliates or subcontractors (“Discloser”) discloses, in writing, orally or visually, to the other Party or its Affiliates or subcontractors (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement; and (ii) relates to: (a) the Discloser; (b) the customers and/or associates of a party or its affiliates or subcontractors; or (c) clients or participants who have made confidential or proprietary information available to a party or its affiliates or subcontractors. Confidential Information shall not include any information that: (i) is public knowledge at the time of disclosure; (ii) at the time of disclosure is already in the lawful possession of the other party or its affiliates or subcontractors; (iii) was made available to the other party or its affiliates or subcontractors, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; or (iv) information which a party or its affiliates or subcontractors independently develops.
- b. Protection of Confidential Information. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that to the extent allowed by law, including, but not limited to the Texas Public Information Act, Confidential Information of the other Party (and of its affiliates and subcontractors) shall be kept in confidence and shall not be disclosed or made available, directly or indirectly, to any person for any reason whatsoever, other than on a “need to know basis” and then only to: (i) its employees and officers; (ii) subcontractors and other third parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section and as otherwise provided in this Agreement; (iii) independent contractors, agents, and consultants hired or engaged by a party, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section and otherwise provided in this Agreement; and (iv) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement. Each Party shall use Confidential Information of the other party only for the purposes of performing its obligations under this Agreement. A Party shall use at least the same degree of care to protect the other Party’s Confidential Information as it uses to protect its own information, which shall in any event be no less than reasonable care. A Party shall promptly notify the other Party of any actual or suspected loss or unauthorized use, disclosure of or access to the other Party’s Confidential Information. Prior to any disclosure of Confidential Information as required by law, the Recipient shall: (i) notify the Discloser of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated; and (ii) cooperate with the Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure.
- c. Destruction/Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the request of a Party, the other Party shall return or destroy (and cause its affiliates and subcontractors to return or destroy) all Confidential Information, including Customer Information, in the possession of such party or in the possession of any third party over which such party has or may exercise control. However, to the extent such Confidential Information is necessary for the Recipient to perform one or more obligations that survive the termination or expiration of this Agreement, the Recipient shall not be required to return or destroy such Confidential Information until all such surviving obligations have been satisfied. Notwithstanding anything to the contrary herein, each Party shall be entitled to retain one (1) copy of any Confidential Information of the other Party for archival purposes or to satisfy any future legal requirements. Any such retained Confidential Information shall be protected as described in this Section.
- d. Security. CYC shall maintain and monitor all Program operations and customer support including, but not limited to, eligibility and enrollment file processing, payroll deduction file processing, platform operation, web sites and customer service, and all other repositories of Employer and Participant information in connection with the Program through qualified personnel using security measures no less protective than current industry standards to prevent loss, alteration or unauthorized access to hosted or transmitted data. CYC will maintain and safeguard the confidentiality of all Confidential Information by using information security processes no less protective than the current standard in the industry, including, but not limited to, encryption of data, and in compliance with Governmental Requirements, to maintain and transmit this information.
- e. Security Event. Should CYC learn of or have reason to believe that Customer Information has been disclosed or accessed by an unauthorized party (“Security Event”), CYC will promptly or sooner, if required by applicable federal and state laws, statutes, rules and regulations, give Health Plan notice of such Security Event. If there is a Security Event, CYC will comply with all applicable laws relating to such Security Event and will provide reasonable cooperation to Employer in carrying out its legal obligations under applicable laws relating to the Security Event. CYC acknowledges that: (i) the law may require it to notify the individuals whose information was disclosed that a Security Event has occurred; and (ii) it will not notify the individuals unless legally required to do so and, if permitted by law, until it has consulted with Employer.

**11. Entire Agreement; Amendment:**

This Agreement, including the Exhibits hereto, which are specifically incorporated herein contains the entire Agreement among the Parties hereto with respect to the subject matter hereof, and there are no other Agreements written or oral, relating to the subject matter hereof other than those explicitly set forth herein or attached hereto. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by duly authorized representatives of both Parties.

**12. Construction:**

This Agreement is the result of negotiation by both Parties, and, therefore, no claim shall be made to construe any portion of the Agreement against either Party on the basis of such Party's participation in the negotiating thereof.

**13. Binding Effect; No Assignment:**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any Party without the written consent of the other Parties hereto. Notwithstanding the foregoing, this Agreement may be assigned by CYC to a successor entity without prior written consent of Employer.

**14. Publicity:**

Either Party, its representatives, employees or agents may issue a media release, public announcement or publicity relating to this Agreement or the name or logo of the other Party. The content of such release, announcement or publicity shall be subject to the prior written approval of the other Party.

**15. Headings:**

The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

**16. Severability:**

If any word, phrase, sentence, paragraph, provision or section of this Agreement shall be held, declared, pronounced or rendered invalid, void, unenforceable or inoperative for any reason by any court of competent jurisdiction, governmental authority, statute or otherwise, such holding, declaration, pronouncement or rendering shall not adversely affect any other word, phrase, sentence, paragraph, provision or section of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

**17. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of Texas.

**18. Third Party Beneficiaries:**

The provisions of this Agreement are solely for the benefit of the Parties hereto and their affiliates and are not intended to confer upon any person except the Parties hereto any rights or remedies herein.

**19. Miscellaneous:**

- a. This is the sole agreement between the parties, and shall not be amended or modified except by written agreement between the parties. This agreement shall be binding upon both parties, their successors and assignees, and shall be interpreted under the laws of the State of Maryland.
- b. Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed received when so delivered personally, or, if mailed, three (3) business days after the date of deposit in the U.S. mail, as follows:  
If to CYC: 307 International Circle, Suite 200, Hunt Valley, MD 21030. Attn: General Counsel  
If to Employer, at its above-stated address.

**20. Independent Contractor:**

It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

- 21. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- 22. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
- 23. **Indemnification:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

**INTENDING TO BE LEGALLY BOUND**, the undersigned signatures for the Parties warrant and represent that he/she is duly authorized to execute this Agreement, and that he/she as read the Agreement in its entirety.

For: Employer

By: Ramon Garcia  
Ramon Garcia

Date: 12/26/18

Title: County Judge

For: ConnectYourCare, LLC


By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/4/18 gr

Approved by Commissioners' Court on: December 04, 2018

APPROVED AST TO FORM:  
Hidalgo County Office of District Attorney  
Ricardo Rodriguez Jr.

By: Robert Vtcha, III, ADA  
for Robert Vtcha, III, ADA

**EXHIBIT A  
FEE SCHEDULE**

This Exhibit A sets forth the fees and charges related to the services provided pursuant to the Agreement, and pricing shall be guaranteed until December 31, 2023.

<b>Standard Administration Services</b>	
<b>Service</b>	<b>Fee</b>
Standard COBRA Services pursuant to Exhibit B	\$0.60 Per Benefit Enrolled Per Month  \$100.00 monthly minimum fee
Standard Direct Bill Services pursuant to Exhibit C	\$ Per Benefit Enrolled Per Month
Implementation Fee	waived\$
Renewal Fee	waived\$
<b>Additional Administration Services</b>	
<b>Service</b>	<b>Fee</b>
Open Enrollment Notification Fee	\$20.00 per packet
General Notice of Initial Rights (DOL) one-time re-notification of current eligible population	\$2.00/notice
Other pending ACA reporting requirements	TBD
EDI implementation with carrier(s) for enrollment/eligibility reporting	TBD
Implementation of takeover data provided in format other than CYC preferred format	TBD
Customization to accept non-CYC EDI file formats	TBD

CYC will retain the allowable 2% administration fee on total premium per COBRA regulations.

PEPM is defined as Per Benefit Enrolled Employee Per Month.

Premium Notices and OE information must be supplied by Employer or their designated party. CYC will not review materials for accuracy or compliance.

Pricing with TBD noted requires additional information to determine level of effort and fee accordingly.

Customized development work may incur additional cost.

**EXHIBIT B - COBRA Administration Services Model**

<b>Services Provided</b>	<b>Client/BA</b>	<b>CYC</b>
<b>Implementation</b>		
Provide project timeline, plan, and milestones		X
Collect and document requirements		X
Provide file specifications for data delivery		X
<b>Takeover</b>		
Provide complete participant data	X	
Use CYC notice template to notify participants of new COBRA Administrator	X	
Send participants Welcome Packet with premium notices		X
<b>Requirements</b>		
Provide all required plan information, rules and rates	X	
Provide Carrier contact information and assist with first contact	X	
<b>Eligibility &amp; Reporting</b>		
Provide access to Online Client Portal (portal) for OnDemand reporting and real time data updates		X
Provide eligibility reporting via portal		X
Provide all required demographic and coverage information for COBRA eligible employees within 30 days of a Qualifying Event	X	
Provide accurate and timely changes to data that will impact participant coverage, or enrollment in any COBRA plans	X	
Provide subsidy amounts to be applied when applicable	X	
Notify Carriers/vendors of original termination of benefits	X	
Communicate rehires within 30 days	X	
Notify CYC of any report corrections as soon as possible, but no later than ninety (90) days after the report is rendered	X	
Correct all errors in any data, files or other materials provided to CYC	X	
Notify Carriers/vendors of COBRA election with payment, terminations, and status changes on a weekly basis		X
<b>Notifications</b>		
Process and mail COBRA Initial Rights Notice upon receipt of data		X
Process and mail COBRA election or Ineligible/Unavailable notifications		X
Process eligible COBRA elections upon receipt		X
Send applicable COBRA Termination Notices promptly		X
Process eligible Secondary/Multiple Qualifying Events upon timely notification		X
<b>Billing &amp; Collection</b>		
Send Monthly Premium Notices		X
Send late payment reminders		X
Send short pay notices		X
Provide access to Participant Portal for online payments including payment by credit card and account review		X
Collect and process timely Participant Payments		X
Send Monthly Premium Remittance to Client with backup reporting posted to portal		X
<b>Plan Changes</b>		
Notify CYC in writing of any changes in Carriers and/or Health Plan(s) at least sixty (60) days prior to the effective date of the change	X	
Notify CYC in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium	X	

<b>Miscellaneous</b>		
Print and send Open Enrollment materials	X	
Process changes from Open Enrollment elections		X
Refunds processed for current or future premiums only		X
Process insufficient funds and related fees		X
Process returned mail client to provide updated address as needed	X	X
Account Review/Appeals	X	X
<b>Customer Service</b>		
Hours of Operation: Monday-Friday 8:00 AM – 8:00 PM ET. Closed on standard Holidays. After hours/holiday message states to call back during normal business hours.		X
Provide non-English language support		X
Record and retain all calls for 180 days		X
Provide participant support via email		X
Provide participant support for portal navigation		X
Provide client support through Client Services and/or Account Manager		X

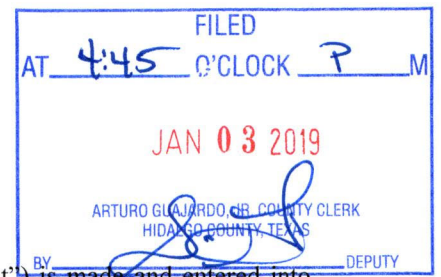


**EXHIBIT C- Direct Bill Administration Services Model**

<b>Services Provided</b>	<b>Client/BA</b>	<b>CYC</b>
<b>Implementation</b>		
Provide project timeline, plan, and milestones		X
Collect and document requirements		X
Provide file specifications for data delivery		X
<b>Takeover</b>		
Provide complete employee census information	X	
Use standard CYC notice template to notify participants of new Premium Billing provider	X	
Send participants Welcome Packet with monthly notices		X
<b>Requirements</b>		
Provide all required plan information, rules and rates	X	
Provide Carrier contact information	X	
<b>Eligibility &amp; Reporting</b>		
Provide access to Online Client Portal (portal) for OnDemand reporting and real time data updates		X
Eligibility reporting via portal		X
Send Monthly Premium Remittance via ACH with backup reporting on portal		X
Provide all required demographic and coverage information for Premium Billing eligible employees	X	
Provide accurate and timely changes to data that will impact participant coverage, or enrollment in any Premium Billing plans	X	
Provide subsidy amounts to be applied when applicable	X	
Provide all communications to Carriers regarding coverage changes	X	
Communicate rehires within 30 days	X	
Notify CYC of any report corrections as soon as possible, but no later than ninety (90) days after the report is rendered.	X	
Correct all errors in any data, files or other materials provided to CYC	X	
<b>Billing &amp; Collection</b>		
Send Premium Notices		X
Send late payment reminders and short pay notices		X
Send failure to pay Termination Notices as soon as applicable		X
Provide access to Online Participant Portal for online payment including payment by credit card and account review		X
Accept and process participant payments		X

<b>Services Provided</b>	<b>Client/BA</b>	<b>CYC</b>
<b>Plan Changes</b>		
Notify CYC in writing of any changes in Carriers and/or Health Plan(s) at least sixty (60) days prior to the effective date of the change	X	
Notify CYC in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium	X	
<b>Miscellaneous</b>		
Send Open Enrollment materials	X	CYC can perform for an additional charge
Process changes from Open Enrollment elections		X
Refunds processed as requested by client		X
Process insufficient funds and related fees		X

<b>Services Provided</b>	<b>Client/BA</b>	<b>CYC</b>
Process account review/appeals	X	X
Process returned mail		X
<b>Customer Service</b>		
Hours of Operation: Monday-Friday 8:00 AM – 8:00 PM ET. Closed on standard Holidays. After hours/holiday message states to call back during normal business hours.		X
Provide non-English language support		X
Record and retain all calls for 180 days		X
Provide participant support via email		X
Provide participant support for portal navigation		X
Provide client support through Client Services and/or Account Manager		X



## BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, located at 100 East Cano, Edinburg, Texas (hereinafter “Covered Entity”), and **CONNECTYOURCARE, LLC** (hereinafter “Business Associate”), with its headquarters at 307 International Circle, Suite 200, Hunt Valley, Maryland 21030, as of **January 01, 2019**, (hereinafter the “Effective Date”). The services provided by Business Associate to Covered Entity may involve the use and disclosure of health information that is protected by federal law as defined below (hereinafter “Protected Health Information”). Therefore, the parties desire to enter into this Agreement in order to set forth the obligations regarding the Protected Health Information.

### 1. Definitions.

- a) Catch-all definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b) Specific definitions:
  - i) Business Associate. “Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ConnectYourCare, LLC.
  - ii) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **COUNTY OF HIDALGO**.
  - iii) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- c) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the HITECH Standards, or other HIPAA Rules or any future regulations promulgated or guidance issued by the Secretary thereunder.

### 2. Relationship of the Parties.

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

### 3. Ownership of Protected Health Information.

Business Associate acknowledges that all right, title and interest in and to any Protected Health Information furnished to Business Associate vests solely and exclusively with Covered Entity or the Individual to whom such Protected Health Information relates.

### 4. General Use and Disclosure Provisions.

Except as otherwise limited in this Agreement:

- a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the underlying service agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Business Associate.
- b) Business Associate may use or disclose protected health information as required by law.

- c) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
  - i) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - ii) Business Associate may disclose Protected Health Information in its possession for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such Protected Health Information will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
  - iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.
- d) The provisions of this **Section 4** shall be subject to the minimum necessary requirements of **Section 5(b)**.

**5. Obligations and Activities of Business Associate.**

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required By Law.
- b) Business Associate shall request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use, or disclosure.
- c) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. To the extent that Business Associate creates, receives, maintains or transmits Electronic Protected Health Information, Business Associate agrees to report as soon as practicable to Covered Entity any Security Incident, as determined by Business Associate, involving Protected Health Information of which CYC becomes aware. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.
- f) Business Associate shall notify Covered Entity without unreasonable delay, and in no event later than sixty (60) calendar days after, if it or any of its employees or agents discovers a Breach of Unsecured Protected Health Information. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to Business Associate about the Breach which Covered Entity is required to include in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c). A Breach of Unsecured Protected Health Information shall be treated as discovered as of the first day on which such Breach is known or should have been known by Business Associate.

- g) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- h) Business Associate agrees to provide access, at the request of Covered Entity, and in a time and manner mutually acceptable to Business Associate and Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524.
- i) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in a time and manner mutually acceptable to Business Associate and Covered Entity.
- j) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an Accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- k) Within ten (10) business days (or such other date that Business Associate and Covered Entity may reasonably agree upon) of receiving written notice from Covered Entity that Covered Entity has received a request for an Accounting of Disclosures of Protected Health Information, Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to make the Accounting of Disclosures required in accordance with 45 C.F.R. § 164.528.
- l) Business Associate agrees to honor any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information, upon written notice by Covered Entity to Business Associate.
- m) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule. Any release of information regarding Business Associate's practices, books and records is proprietary to Business Associate and shall be treated as confidential and shall not be further disclosed without the written permission of Business Associate, except as necessary to comply with the HIPAA Rules.
- n) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**6. Obligations of Covered Entity.**

- a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in or revocation of permission by an Individual to use or disclose Protected Health Information, to the extent that such change may affect Business Associate's permitted or required use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of Protected Health Information, which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- d) Covered Entity shall enter into a Business Associate Agreement with any third party (e.g., case managers, brokers or third party administrators) to which Covered Entity directs and authorizes Business Associate to disclose Protected Health Information.

**7. Permissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if performed by Covered Entity.

**8. Term and Termination.**

- a) Term. The term of this Agreement shall commence on the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i) Provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) calendar days, and if Business Associate does not cure the breach or end the violation within thirty (30) calendar days, terminate this Agreement; or
  - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c) Effect of Termination.
  - i) Except as provided in paragraph (ii) of this **Section 8(c)**, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain copies of the Protected Health Information.
  - ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon determination that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

**9. Miscellaneous.**

- a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.
- b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA.
- c) Survival. The respective rights and obligations of Business Associate under **Section 8(c)** of this Agreement shall survive the termination of this Agreement, unless expressly stated otherwise.

- d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.
- e) Notice. Any notice, report or other communication required under this Agreement shall be in writing and shall be delivered personally or sent by U.S. mail to the address stated in the above preamble.
- f) Governing Law. The rights, duties and obligations of the parties to this Agreement and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by applicable federal law with respect to the Privacy Rule and Security Rule and otherwise by the laws of the state of Texas.
- g) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

**INTENDING TO BE LEGALLY BOUND, CONNECTYOURCARE, LLC and COUNTY OF HIDALGO** have each caused this Agreement to be executed by its duly authorized representative.

**CONNECTYOURCARE, LLC**

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: Ramon Garcia  
 Name: Ramon Garcia  
 Title: HIDALGO COUNTY JUDGE  
 Date: 12/26/18

ATTEST:

By: Arturo Guajardo Jr.  
 Arturo Guajardo Jr., County Clerk



APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 12/4/18 grr

Approved by Commissioners' Court on: 12/4/18

APPROVED AS TO FORM:  
 Hidalgo County Office of Criminal District Attorney  
 Ricardo Rodriguez Jr.  
 Civil Litigation Division

By: \_\_\_\_\_



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
December 4, 2018  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**1. Roll Call**

Commissioner Eduardo "Eddie" Cantu called the meeting to order at 10:11 a.m.

Judge Garcia and Commissioner Flores were absent from the meeting.

**2. Pledge of Allegiance**

The entire court recited the Pledge of Allegiance.

**3. Prayer**

Opening prayer offered by Julia Sullivan.

The entire court offered a moment of silence in honor of former President George H. W. Bush.

**4. Approval of Consent Agenda**

The court moved to approve the consent agenda with the exception of Items. 10.A., 11.A., & 11.P. to be pulled for further discussion.

*Court proceeded to Item.22.A.*

**5. County Judge's Office:**

**A. AI-67902** Resolution in honor of 275th District Court Judge Juan R. Partida.

Commissioners court together with County Court at Law No.8 Judge Omar Maldonado, 449th District Court Judge Renee R. Betancourt and County Court at Law No.6 Judge Albert Garcia, honored Judge Juan R. Partida on his upcoming retirement on December 31, 2018.

The judge was first elected to County Court at Law No.1 in 1986 and later became judge to the 275th District Court. Judge Partida gave thanks to the court and his colleagues for the recognition, and said he has always strive to be fair, just, and impartial in each case.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**B. AI-67927** Presentation in honor of years of service.

Commissioners court together with local, federal, and state officials join together in a farewell presentation honoring the work and service of Commissioner Joseph Palacios during his years as county commissioner.

Commissioner Palacios thanked everyone for the recognition and recognized his entire staff for all their support throughout the years.



**24. Purchasing Department - Notes:**  
 A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.  
 B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

**A. AI-67855** Requesting approval to purchase promotional items under "Public Purpose", pursuant to the Tx. Constitution, Art. 3, Sec. 52, to include, but not limited to a shadow box, frames and accessories for display so as to document and inform taxpayers and general public [visiting the Purchasing Dept.] of the concerted County efforts in the design and construction of a New Count Courthouse with all acquisitions to be procured through the requisition and purchase order protocols.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 – Unanimously

**B. Hidalgo County**

**1. AI-67849** A. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a)(7)...'an item that can be obtained from only one source' and approval of a Sole Source Declaration for "PALM VALLEY ANIMAL CENTER" for the provision of: impoundment and the Quarantine of Small Animals in Hidalgo County;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

B. Requesting approval of Contract # C-18-289-12-04 with Palm Valley Animal Center Sole Source vendor (approved by HCCC in 02/2011) for "Hidalgo County - Impoundment and Quarantine of Small Animals" effective January 01, 2019 through December 31, 2021 with terms, rates and conditions as stated in proposal and made part of the agreement by reference and subject to all required forms such as 1295.

Martha Salazar noted that this item is to be approved subject to final legal review by the DA's office.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval subject to legal review.

**Vote:** 3 - 0 - Unanimously

**2. AI-67873** Presentation of bids received as detailed in tabulation sheet contained herein, and authorization and approval to award the contract to the responsible bidder, Los Tesoros Investments I, LTD., submitting the lowest and best bid [and meeting all specifications and/or requirements] for Request for Bid titled: "Lease Office Space to House Hidalgo County Urban County Program" through project no.: 2018-187a-10-31-SGS.

Martha Salazar indicated that this item is to be approved subject to legal review.

*Commissioner Eduardo "Eddie" Cantu abstained from voting on this item.*

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval subject to legal review.

**Vote:** 2 - 0 – Unanimously

**3. AI-67812** a. Presentation of the scoring and evaluation grid (for the purposes of ranking for award by CC) of the responses received in connection with the Request for Proposals (RFP 2018-254-10-31) for "COBRA Administration Services" for Hidalgo County (including all funding sources, programs, agencies & entities)"

PARTICIPANT	GRADE/SCORE	RANK
Connect Your Care	91	1
Discovery Benefits	63.67	3
Wage Works	85.67	2

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

b. Award of the "COBRA Administration Services" with authority to finalize and/or negotiate (if required) an Agreement with Connect Your Care.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

- 4. **AI-67789** Requesting authority to advertise and approval of the Draft Procurement Packet [i.e., legal notice, requirements/scope of services, evaluation criteria] for Hidalgo County "Medicare Supplement and/or Medicare Advantage" RFP 2018-275-12-26-YZV including the re-advertising of project if necessary and/or required.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**C. Executive Office**

- 1. **AI-67816** Acceptance and approval of invoices of Premium/Fees and attached hereto as 2019-2020 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of \$747,638.00 McGriff Siebles & Williams of Texas, Inc. and \$1,912,311.00 to Montalvo Insurance Agency effective January 01, 2019 through January 01, 2020 with authority for County Treasurer to issue checks after review, audit and processing procedures are completed by County Auditor with the authority for County Executive Officer to sign any applicable documentation received throughout term of insurance coverage.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**D. Pct. 1**

- 1. **AI-67948** Approval and award of services for the build back of Hidalgo County Precinct 1 Building East Wing in the amount of \$326,724.55 through HC's membership/participation with Buyboard contract #520-16 awarded JOC vendor, Noble Texas Builders subject to final price verifications and any other required documentation through the Purchase Order protocols including the review of pricing by project engineer, Halff & Associates.

Martha Salazar read: "final price verifications between what the insurance company has provided and the buyboard pricing".

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 – Unanimously

- 2. **AI-67837** A. Presentation of scoring grid (for the purpose of ranking by CC) of the graded and evaluated submissions for RFQ/P No. 2018-181A-10-31-YSS Construction Management at Risk (CMAR) for Sunset Park Operations Facility.

Submitting Vendors	Recommendation by Evaluator #1	Recommendation by Evaluator #2	Recommendation by Evaluator #3	Sum of Evaluator's Ranking	Final Rank
E-Con Group, LLC	1	1	1	3	1
Peacock General Contractors, Inc.	2	2	2	6	2