



October 24, 2017

Re: Letter Agreement between Williamson County and TexHealth Central Texas, Inc.

This Letter Agreement (“Agreement”) is between Williamson County Commissioners Court (“County”) and TexHealth Central Texas, Inc. (“TexHealth or TexHealth Central Texas”) (collectively, the “Parties”). The “Effective Date” of this Letter Agreement is the date October 24, 2017

The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis (“Program”). National healthcare reform required the TexHealth program to modify its operations to form a premium support program aimed at small businesses to make available health care coverage for uninsured and underinsured small employers and their employees.

On October 24, 2017, Williamson County approves participation in the small employer premium support program and appoints its representative(s) to the TexHealth Board of Directors.

The County anticipates this program will help existing small businesses remain competitive with a healthy workforce and will allow them to recruit and retain effective employees. Further, this program provides access to affordable health care to individuals who are currently utilizing subsidized County partner services, are unable to afford health insurance coverage or are struggling financially due to the high cost of health insurance.

The Parties agree to the following terms:

Funding.

County will not be obligated to provide any funding to TexHealth for the continuation of the Program in Williamson County. Despite any terms or conditions contained in this Letter Agreement, County shall not be obligated to provide any funding.

Obligations of TexHealth Central Texas.

TexHealth shall, at minimum, provide the following:

- Access to health insurance plans available on the open market;
- Limit its program offerings to businesses with 2 to 50 employees;
- Not discriminate against, or promote any one insurance plan over others licensed in the state of Texas;
- Not interfere with any Agent/Employer relationship or Agent of Record status;
- Make all efforts to promote the TexHealth program in Williamson County
- TexHealth does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.
- Governance by a 501(c)3 non-profit corporation with a regional Board of Directors with one (1) representative from Williamson County, which may be appointed by Williamson County;
- May appoint a General Agent to represent TexHealth Central Texas in the business community;

1. Reporting Obligations and Right to Audit. TexHealth agrees to provide to the County information that the County requests concerning the Program, including a report of clients served broken out by county. TexHealth agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TexHealth which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TexHealth agrees that County shall have access during normal working hours to all necessary TexHealth facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give TexHealth Central Texas reasonable advance notice of intended audits.

2. Scope of Program. The Parties agree that the participation by the County under this Agreement should expand access to health benefits and services for County residents who do not currently have such access, lessen the burden on the County to provide such services, and potentially improve health outcomes for County residents who receive these services.

3. Amendments. Any change to the terms or conditions of this Agreement after its execution or any attachments to it shall not be effective unless it is made in writing and signed by both Parties.

4. Reduction to Writing. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

5. Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately

if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the following addresses:

County:
Judge Dan Gattis (or successor)
Williamson County
710 Main St., Suite 101
Georgetown, TX 78626

TexHealth:
James I. Rodriguez, FACHE (or successor)
President and CEO
2800 S. IH 35, Suite 155
Austin, TX 78704

6. Law and Venue. This Agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this Agreement shall be performed in Williamson County, Texas. Venue for any dispute arising out of this Agreement is in Williamson County, Texas.

7. Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction the remainder of the Agreement shall remain valid and binding.

8. Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

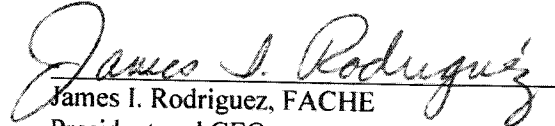
9. Gender and Number. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

10. Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TexHealth. No penalty will be assessed for County's termination of this Agreement for convenience. However, termination shall not require TexHealth to cease operations in Williamson County.

11. Successors and Assigns/Assignment. This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.

By the signatures affixed below, the Parties agree to the terms of this Agreement.

Judge Dan Gattis
County Judge
Williamson County


James I. Rodriguez, FACHE
President and CEO
TexHealth Central Texas, Inc.

Date: _____

Date: 10/18/2017