



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

April 26, 2018

McGriff, Seibels & Williams of Texas, Inc.

John Kountz

5080 Spectrum Drive

Suite 900E

Addison, TX 75001

jkountz@mcgriff.com

469-232-6622

Mr. Kountz,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of Health Insurance Consulting Advisory Services for Gregg County RFP 2018-807 on the April 26, 2018 Agenda. Please review the attached contract and sign and return to Gregg County within fourteen (14) business days of receipt.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,

A handwritten signature in blue ink that reads "Kelli L. Davis".

Kelli Davis, CPPB

Gregg County Purchasing Agent

Longview, Texas

**Award Documentation for
RFP 2018-807
Health Insurance Consulting - Advisory Services
for Gregg County, Texas**

**GREGG COUNTY
COMMISSIONERS' COURT AGENDA
REGULAR MEETING**

**Thursday, April 26, 2018 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas**

PRESENTATION OF EMPLOYEE SERVICE AWARDS

1. Approve payroll and transfer of funds.
2. Approve bills payable, budget amendments, special bills, and budget transfer amendments.
3. Approve health plan claims payments.
4. PUBLIC COMMENTS
5. 307th FAMILY DISTRICT COURT
 - a. Discussion and any necessary action to approve transfer of \$12,000 for temporary court reporter services due to extended leave.
6. AUDITOR
 - a. Discussion and any necessary action to purchase inland marine policy for airport gates effective April 29, 2018 from Rooker, Downing, and Booth Insurance.
 - b. Approval of Non-Road and Bridge Expenditures for FY18 2nd Quarter.
7. COMMISSIONERS
 - a. Precinct 1 – consider approval to assist Precinct 4 with City of Longview's request (as per interlocal agreement) in re-oiling of four (4) city streets located in Precinct 2 (Blackstone Road, Breland Road, Aledo Drive, and Harley Ridge Road). *Precincts 1 and 4 will furnish labor and equipment with the City of Longview providing materials needed. Project Planning Reports are included.
 - b. Precinct 1 - Discussion and necessary action to approve FY18 Commissioner Road Report, pursuant to Texas Transportation Code, Section 251.005.
 - c. Precinct 2 – consider approval to assist with City of Longview's request (as per interlocal agreement) in re-oiling the following streets located within Precinct 2:
 - Harley Ridge Road FM 1845 to Bernice Drive
 - Breland Road Payne Road to Old Highway 80
 - Blackstone Road Payne Road to Old Highway 80
 - Aledo Drive Premier Road to Duncan Street

*Precincts 1 and 4 will furnish labor and equipment with the City of Longview providing materials needed. Project Planning Reports are included.

- c. Precinct 3 – request approval to add Carra Avenue, Emma Lane, and Denman Street to the Gregg County Road List.
 - d. Precinct 4 – request approval to assist the City of Lakeport with repairs on Melanie Lane. The City will furnish all necessary materials and Precinct 4 will provide labor and equipment. Project Planning Reports are provided.
 - e. Precinct 4 – request approval to assist the City of Lakeport with repairs on Ben Mitchell. The City will furnish all necessary materials and Precinct 4 will provide labor and equipment. Project Planning Reports are provided.
8. COUNTY CLERK
- a. Request approval of Commissioners' Court minutes for the March 2018 term.
9. INVESTMENTS
- a. Request approval of Quarterly Investment Report for quarter ending March 31, 2018.
10. PURCHASING
- a. Consider approval to authorize Purchasing Agent to negotiate contract for General Liability Insurance Consulting for Gregg County, RFP 2018-808.
 - b. Consider approval of Health Insurance Consulting/Advisory Services Contract with McGriff, Siebels and Williams, RFP 2018-807.
11. SHERIFF
- a. Consider request by *Longview World of Wonder*, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure Art. 43.10(4) Manual Labor.
 - b. Consider request by *Longview Museum of Fine Arts*, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure Art. 43.10(4) Manual Labor.
 - c. Consider request by *Longview Arboretum and Nature Center*, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure Art. 43.10(4) Manual Labor.
 - d. Request approval to accept from Walmart the donation of Remington .223 caliber bolt action rifle, model 700, serial #RR29076F with 4-12x40 MM scope, to be used for law enforcement purposes.
 - e. Consider and take necessary action in accordance with Section 2154.202, Occupations Code, regarding retail sale of fireworks by a permit holder from May 23 – May 28 for Memorial Day fireworks season.
12. ADJOURN

BUSINESS ASSOCIATE AGREEMENT

Effective as of the date executed below (“**Effective Date**”), this Business Associate Agreement (“**Agreement**”) is made and entered into by and between McGriff, Seibels & Williams, Inc. (“**Business Associate**”) and Gregg County, Texas, (“**Plan Sponsor**”), in its own capacity and on behalf of Gregg County, Texas (“**Covered Entity**”). The Business Associate, Plan Sponsor, and Covered Entity may be individually referred to herein as “**Party**” and collectively as “**Parties**”.

WHEREAS, Plan Sponsor is the plan sponsor of Covered Entity and has the authority to act on behalf of Covered Entity; and

WHEREAS, Business Associate has been retained by Plan Sponsor, pursuant to the terms of a separate Insurance Consulting Services Agreement (the “**Services Agreement**”), to perform certain services on behalf of Covered Entity;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Plan Sponsor and Business Associate hereby agree as follows:

Article I **Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1.01 *Breach*. “Breach” has the same meaning as the term “breach” in 45 CFR 164.402.

1.02 *Designated Record Set*. “Designated Record Set” means a group of records maintained by or for Covered Entity that is (a) the medical records and billing records about individuals maintained by or for a covered healthcare provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity; or (c) used, in whole or in part, by or for Covered Entity to make decisions about individuals. As used herein, the term “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

1.03 *HIPAA*. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as it may be amended from time to time.

1.04 *HIPAA Regulations*. “HIPAA Regulations” means the HIPAA Administrative Simplification Regulations at 45 CFR parts 160, 162 and 164 promulgated under HIPAA, as in effect and as amended, from time to time.

1.05 *Individual*. “Individual” has the same meaning as the term “individual” in 45 CFR 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.06 *Privacy Rule.* “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as promulgated under HIPAA. References herein to any section of the Privacy Rule shall include any amendments or successor provision thereto.

1.07 *Protected Health Information.* “Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103; provided, however, such term is limited when used herein to the Protected Health Information received from Covered Entity or created, maintained, or received by Business Associate on behalf of Covered Entity.

1.08 *Required By Law.* “Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.09 *Secretary.* “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.

1.10 *Security Rule.* “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

1.11 *Unsecured Protected Health Information.* “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 CFR 164.402; provided, however, such term is limited when used herein to the Unsecured Protected Health Information received by Business Associate from Covered Entity or created, maintained, or received by Business Associate on behalf of Covered Entity.

Article II

Obligations and Activities of Business Associate

2.01 Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

2.02 Business Associate shall use appropriate safeguards, and to comply with the Security Rule where applicable, to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.

2.03 Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.

2.04 Business Associate shall report to Covered Entity any security incident or use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. To avoid unnecessary burden on any Party, Business Associate will only be required to report attempted but unsuccessful security incidents of which Business Associate becomes aware upon Covered Entity’s request; provided that Covered Entity’s request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.

Business Associate shall notify Covered Entity of a Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410, no later than 15 business days after the

discovery of such Breach. Business Associate shall investigate any Breach and shall assist Covered Entity in investigating the Breach.—Covered Entity also has responsibility for investigating the Breach, however Business Associate shall determine whether a Breach of Unsecured Protected Health Information has occurred, and make any required notifications related to the Breach. Business Associate’s notification of the Breach to Covered Entity 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. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 CFR 164.404(c). Such notice shall be provided in substantially the same form as set forth in Appendix A hereto.

2.05 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to restrictions, conditions and requirements that are at least as restrictive as those that apply to Business Associate under this Agreement with respect to such Protected Health Information.

2.06 Business Associate shall provide access, at the request of Covered Entity, and in the time and manner as determined by Business Associate or as Required By Law, 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 CFR 164.524.

2.07 Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to in writing pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as determined by Business Associate or as Required By Law.

2.08 Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner as determined by Business Associate or as designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

2.09 Business Associate shall maintain and make available information documenting 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 CFR 164.528.

2.10 Business Associate shall provide to Covered Entity or an Individual, in the time and manner as determined by Business Associate or as Required By Law, information collected in accordance with Section 2.09 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.11 Business Associate shall only disclose Protected Health Information to the following persons or positions who act on behalf of Covered Entity:

Human Resources Director
Assistant HR Director
Gregg County Auditor
Benefits Manager

Information may only be disclosed to the above contact(s) until such time as Business Associate receives written notification from or on behalf of Covered Entity that such contact(s) have changed. Business Associate will change the contact person(s) within two business days of its receipt of a proper notice from or on behalf of Covered Entity.

2.12 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate ~~agrees to~~ shall comply with the requirements of said subparts that apply to Covered Entity in the performance of such obligation.

Article III **Permitted Uses and Disclosures by Business Associate**

3.01 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity in accordance with the Insurance Consultant Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity including the minimum necessary requirements of HIPAA, except for the specific uses and disclosures set forth below.

3.02 Specific Use and Disclosures:

(a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities as permitted by law.

(a) Except as may be otherwise limited in this Agreement, Business Associate may disclose Protected Health Information if necessary for the proper management and administration of Business Associate in meeting its legal responsibilities, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used (or further disclosed) only as Required By Law ~~or~~ for the purpose for which it was disclosed to such person, and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(b) Except as may otherwise be limited in this Agreement, Business Associate shall use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d)(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(e)(d) Business Associate shall use or disclose Protected Health Information as permitted by Law.

3.03 *Record Retention, Return, Destruction.* Business Associate shall retain records related to the Protected Health Information hereunder for a period of six (6) years unless the Agreement is terminated prior thereto. Upon termination of this Agreement, the provisions of Article V of this Agreement shall govern record retention, return or destruction.

Article IV **Obligations of Covered Entity**

4.01 *Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.*

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices, maintained by Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose Protected Health Information, in accordance with 45 CFR 164.508, to the extent that such change or revocation may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall not agree to any Individual's request for a restriction on the use or disclosure of Protected Health Information to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information, unless Covered Entity is required to agree to such requested restriction in accordance with 45 CFR 164.522(a)(1)(vi) and in which case Covered Entity shall notify Business Associate of any such restriction and any change to or revocation of such restriction.

(d) Covered Entity shall not agree to any Individual's request to receive communications of Protected Health Information by alternative means or alternative locations to the extent that such request may affect Business Associate's use or disclosure of Protected Health Information, unless (i) agreed to by Business Associate or (ii) Covered Entity is required to agree to such request in accordance with 45 CFR 164.522(b)(1)(ii) and in which case Covered Entity shall notify Business Associate of any such request and any change to or revocation of such request.

4.02 *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 the Privacy Rule if done by Covered Entity, except as provided for in Section 3.02.

4.03 Covered Entity shall only disclose Protected Health Information to the following persons at Business Associate:

[Insert names or titles of individuals or groups who serve as contacts on behalf of the Business Associate]

<u>Vice President</u>	<u>Senior Vice President</u>
<u>Senior Account Manager</u>	<u>Account Service Representative</u>
<u>Benefits Consultant</u>	<u>Data Analyst</u>

;

Information may only be disclosed to the above listed contact(s) until such time as Covered Entity receives written notification from Business Associate that such contact(s) have changed. Covered Entity shall change the contact person(s) within two business days of its receipt of a proper notice from Business Associate.

4.04 Covered Entity shall only disclose to Business Associate the minimum amount of Protected Health Information necessary to accomplish the purpose of the disclosure.

Article V **Term and Termination**

5.01 *Term.* The term of this Agreement shall be for two years beginning April 26, 2018 and expiring April 25, 2020. There is the option to renew this Agreement for four (4) one (1) year renewal terms; all renewals terms must be agreed upon in writing by both parties and approved by the Gregg County Commissioner Court. A Party to this Agreement may terminate the Agreement at any time without cause by providing written notice of termination to the other Party hereto at least thirty (30) days prior to the termination date. The provisions of Section 5.03 shall survive any such termination.

5.02 *Termination for Cause.*

Upon Covered Entity's knowledge of a material breach or violation of this Agreement by Business Associate, Covered Entity shall:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) calendar days after receipt of written notice from Covered Entity, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the thirty (30) day period. Any such termination will be effective at the end of the thirty (30) day notice period; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines cure is not reasonably possible.

5.03 *Effect of Termination.*

(a) Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information that Business Associate still maintains in any form. This provision shall also apply to Protected Health Information

that is in the possession of subcontractors or agents of Business Associate. Business Associate, and its subcontractors and agents, shall retain no copies, including, without limitation, any electronic versions, of the Protected Health Information.

(b) Business Associate and Covered Entity will mutually agree upon a reasonable time frame for the return or destruction of the Protected Health Information, which time period will not exceed one hundred and twenty (120) calendar days from the effective date of termination of this Agreement. Notwithstanding the foregoing, to the extent any records containing Protected Health Information are (a) communications, actions, activities, or designations that are required to be documented under the Privacy Rule, or (b) records otherwise required to be retained under applicable law, and such records are not returned to the Covered Entity, Business Associate shall retain such records for a period of six (6) years from the date of termination of this Agreement or as Required by Law, whichever is longer.

(c) In the event that Business Associate determines that returning or destroying the Protected Health Information is legally prohibited, Business Associate shall provide notification along with a detailed explanation to Covered Entity that return or destruction of said Protected Health Information is legally prohibited. Upon providing such notice and detailed explanation, Business Associate shall (i) extend the confidentiality protections of this Agreement to such Protected Health Information and (ii) limit further uses and disclosures of such Protected Health Information to those Required by Law that make the return or destruction legally prohibited, for so long as Business Associate maintains such Protected Health Information as set out in 5.03(b) or as Required By Law, whichever is longer.

5.04

ARTICLE VI

Miscellaneous

6.01 Amendment. Business Associate and Plan Sponsor shall take such action as is necessary to amend this Agreement to comply with the requirements of HIPAA, the HIPAA Regulations, and any subsequent amendments thereto. Failure to execute a written amendment required to comply with the HIPAA Regulations or HIPAA, as amended, shall not relieve Covered Entity or Business Associate of the obligation to comply with the HIPAA Regulations or HIPAA, as amended. All such amendments shall be in writing, and signed by the Parties hereto and approved by the Gregg County Commissioners Court.

5.05 6.02 Survival. The respective rights and obligations of the Parties hereto under Article V and Section 6.03 of this Agreement, and as otherwise necessary to protect the rights of the Parties, shall survive the termination of this Agreement.

5.06 6.03 Notices. All notices, requests, consents, demands, and other communications hereunder must be in writing, addressed to the receiving Party's address set forth below or to

such other address as a Party may designate by notice hereunder, and will be either (i) delivered by hand, which delivery shall be deemed to have been received on the day it is personally delivered, (ii) made by email, facsimile transmission or other direct written electronic means with confirmed receipt, which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid, which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed) to the parties at the addresses set forth below.

If to Plan Sponsor: Gregg County
 Attn: Director of Human Resources
 101 East Methvin Street
 Longview, Texas 75601
 Rita.Fyffe@co.gregg.tx.us

If to Business Associate: McGriff, Seibels & Williams of Texas, Inc.
 c/o Scott Gibbs
 5080 Spectrum Drive, Suite 900 E
 Addison, Texas 75001
 Facsimile: (469) 232-2101

5.07 6.04 *Indemnification by Plan Sponsor.* Plan Sponsor shall indemnify and hold harmless, to the extent allowed by Texas Constitution and Law, Business Associate from and against any damages, losses, and liabilities arising out of any act or omission by Plan Sponsor or its employees, by or on behalf of Covered Entity, which constitutes a negligent or willful violation of HIPAA or the HIPAA Regulations by Plan Sponsor, its employees, or Covered Entity.

6.05 *Indemnification by Business Associate.* Business Associate shall indemnify and hold harmless Plan Sponsor from and against any damages, losses and liabilities, including attorney fees, arising out of any act or omission by Business Associate or its officers, employees, subcontractors or agents by or on behalf of Business Associate which constitutes negligent or willful violation of this Agreement or of HIPAA or the HIPAA Regulations or other applicable law or regulation by Business Associate or its officers, employees, subcontractors, or agents.

6.06 *Governing Law.* This Agreement shall be governed by the laws of the State of Texas (without regard to conflict of laws principles), except to the extent such laws are preempted by applicable federal law, including HIPAA, in which case this Agreement shall be construed in accordance with such federal law. Any claim, dispute, controversy or other matter arising under or related to this Agreement shall be subject to the sole and exclusive venue and jurisdiction in Gregg County, Texas, and the applicable federal and state courts. Business Associate waives any claims of inconvenience or lack of personal jurisdiction with respect to such venue and courts.

6.07 *Waiver.* No waiver of any right hereunder shall be effective for any purpose unless in a writing that is signed by the Party possessing said right; nor shall any such waiver be

construed to be a waiver of any subsequent right, term or provision of this Agreement. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

6.08 Assignment. No Party to this Agreement may assign its rights or delegate its duties or liabilities under this Agreement without the prior written consent of the other Party.

6.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

6.10 Interpretation. The Parties intend this Agreement to be enforced as written. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with HIPAA, the HIPAA Regulations, and any authoritative guidance issued thereunder by an appropriate governmental entity. However, (i) if any provision of this Agreement should to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is declared illegal or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law; and (ii) if any provision hereof is held to be unenforceable because of the duration of such provision, the Parties hereby agree that the court making such determination shall have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision shall then be enforceable to the full extent permitted by law. The Parties acknowledge and agree that both (i) any rule of construction to the effect that any ambiguities are resolved against the drafting Party and (ii) the terms and provisions of this Agreement, shall be construed fairly as to all Parties and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

6.11 Headings. The headings and captions of the various sections of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

6.12 No Third Party Beneficiaries. There are no intended third party beneficiaries under this Agreement.

6.13 Force Majeure. Neither Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is (i) directly caused by acts of God, war, acts of terrorists, explosion, fire, flood, earthquakes, epidemics, unforeseen communications or information system failures, acts of civil or military authorities or civil disturbance and (ii) could not have been prevented or circumvented by the non-performing Party's reasonable precautions or commercially accepted processes (including through the use of substitute services, alternate sources, work-around plans, the implementation of appropriate security measures or disaster recovery measures) (a "Force Majeure Event"). The Party experiencing any delay or failure as a result of any

such Force Majeure Event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other Party; and (ii) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other Party.

6.14 Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same Agreement.

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

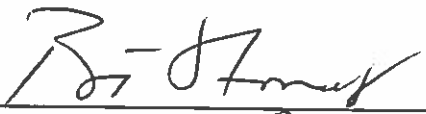
[Signature page follows.]

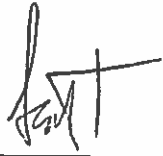
IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have approved and executed this Agreement on this 26th day of April, 2018, to be effective on this date.

PLAN SPONSOR (on its behalf and on behalf of the Covered Entity):
GREGG COUNTY, TEXAS

BUSINESS ASSOCIATE:

McGriff, Seibels & Williams of Texas, Inc.

By: 

By: 

Printed Name: Bill Stoner

Printed Name: Scott Gibbs

Title: _____

Title: Sr. Vice President

Attest: 

Connie Wade, Gregg County Clerk

APPENDIX A

MODEL NOTICE OF BREACH

This notification is being made pursuant to Section 2.04 of the Business Associate Agreement between [INSERT NAME OF PLAN SPONSOR], as plan sponsor for [INSERT NAME OF PLAN] (the "Covered Entity") and McGriff, Seibels & Williams of Texas, Inc. ("Business Associate"). Business Associate hereby notifies Covered Entity that there has been a Breach of Unsecured Protected Health Information that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Name of Individuals Affected: _____

Description of the Breach (Business Associate may follow up with supplemental information, if any, when such information becomes available): _____

Date of the Breach: _____

Date of the Discovery of the Breach: _____

Types of Unsecured Protected Health Information that were involved in the Breach [INSERT full name, Social Security number, date of birth, home address, account number, diagnosis, or disability code]: _____

Description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches: _____

Steps the individuals should take to protect themselves from potential harm resulting from the Breach: _____

If you have questions or want additional information about the foregoing, please contact:

Address: _____

Phone Number: _____

E-mail Address: _____

Website: _____

Consultant Service Agreement

THIS CONSULTANT SERVICE AGREEMENT ("Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS, INC.** ("MSW"), 5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 and **GREGG COUNTY, TEXAS** ("Client"), 101 East Methvin, Longview, Texas 75601.

It is **AGREED** and **UNDERSTOOD** that this Consultant Service Agreement is for Employee Benefits Insurance Consulting/Advisory Services provided by MSW to Client in accordance with "RFP 2018-807: Health Insurance Consulting/Advisory Services for Gregg County, Texas" referred to as Exhibit A and the response submitted by MSW to RFP 2018-207 referred to as Exhibit B.

The Client and MSW agree as follows:

1. MSW shall act as Client's Insurance Consultant and provide Client with professional insurance counseling and advisory services, as well as the potential placement of insurance, as set out in Exhibit A and Exhibit B. Exhibit A and Exhibit B are attached hereto and made a part hereof for all purposes.
2. The Client will provide MSW with all information necessary to enable MSW to provide the services to Client as set out in this Agreement.
3. MSW agrees to perform the services described in this Agreement in a professional and timely manner.
4. The Parties agree and understand the Client shall not purchase any insurance product through MSW in its capacity as a producer, broker or consultant. MSW may place insurance on behalf of the Client as described in this Agreement and Exhibits A, B, C, and D. MSW shall obtain the prior written approval of Client, through the action of its Gregg County Commissioners Court before the placement, change, and/or cancellation of all current or new lines of coverage.
5. Remuneration:
 - A. The Client will pay MSW on a Fee Only basis for all services rendered to Client by MSW under this Agreement. The total Fee is sixty-five thousand (\$65,000.00) dollars per year (Fee Agreement is "Fee based only").
 - B. The fee will be billed monthly and payable within 30 days of Client's receipt of the invoice from MSW by the Client.

- C. MSW acknowledges and agrees that the remuneration under this Agreement is Fee Only. MSW shall not accept any other form of remuneration for services rendered to Client, including, but not limited to, any monetary or non-monetary compensation or commission pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, commissions, bonuses and overrides. (Texas Local Government Code, section 262.036)-
- D. MSW reserves the right to engage its related affiliates and/or subsidiaries only as set out herein. MSW acknowledges and agrees that use of these business partners and/or service providers-shall not result in the accrual of additional income or benefits, in any form, to MSW or MSW-related subsidiaries and affiliates other than the fee set out herein. Any potential engagement of said business partners, subsidiaries and/or service providers will be disclosed in writing to Client and approved by the Gregg County Commissioners Court prior to the engagement of any such affiliates, subsidiaries, business partners and/or service providers. (Texas Local Government Code, Section 262.036)
6. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of TEXAS. **Venue for all matters arising in any way connected to this Agreement shall be in Gregg County, Texas.**

**To obtain information on how to file a complaint regarding fees,
Contact the Texas Department of Insurance at 1-800-252-3439.**


7. The term of this Agreement shall be for a period of two (2) years beginning on the date of execution of this Agreement as shown below. At the end of the initial two (2) year term, this Agreement may be renewed for four (4) additional one (1) year terms if agreed to in writing by the Client and MSW at least one hundred and twenty (120) days prior to the end of any term. All renewals of this Agreement must be agreed upon by both parties and approved by the Gregg County Commissioners Court.
8. Either party may terminate this Agreement, without fault, upon 30 days advance written notice to the other party.
9. MSW acknowledges and agrees that MSW is not appointed as a "Broker of Record" under this Agreement. Such appointment, if any, must be made by agreed written amendment to this Agreement executed by both parties and approved by the Gregg County Commissioners Court. MSW shall not bind or place any coverage on behalf of Client prior to the consideration and approval of such action by the Gregg County Commissioners Court (Client). MSW shall comply with all requirements set out in this Agreement.

10. MSW will provide insurance consulting/advisory services to Client and meet the needs of Client in properly administering Client's employee benefits program. MSW affirms that it is lawfully licensed as a Life and Health Insurance Counselor.
11. *Notices.* All notices, requests, consents, demands, and other communications hereunder must be in writing, addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and will be either (i) delivered by hand, which delivery shall be deemed to have been received on the day it is personally delivered, (ii) made by email, facsimile transmission or other direct written electronic means with confirmed receipt, which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid, which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed) to the parties at the addresses set forth below.
12. *Indemnification by Client.* Client shall indemnify and hold harmless, to the extent allowed by Texas Constitution and Law, MSW from and against any damages, losses, and liabilities arising out of any act or omission by Client or its employees; by or on behalf of Covered Entity, which constitutes a negligent or willful violation of HIPAA or the HIPAA Regulations by Client, its employees, or Covered Entity.
13. *Indemnification by MSW.* MSW shall indemnify and hold harmless Client from and against any damages, losses and liabilities, including attorney fees, arising out of any act or omission by MSW or its officers, employees, subcontractors or agents by or on behalf of MSW which constitutes negligent or willful violation of this Agreement or of HIPPA or the HIPPA Regulations or other applicable law or regulation by MSW or its officers, employees, subcontractors, or agents.
14. *Waiver.* No waiver of any right hereunder shall be effective for any purpose unless in a writing that is signed by the Party possessing said right; nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
15. *Assignment.* No Party to this Agreement may assign its rights or delegate its duties or liabilities under this Agreement without the prior written consent of the other Party.
16. *Entire Agreement.* This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
17. *Headings.* The headings and captions of the various sections of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

18. *No Third Party Beneficiaries.* There are no intended third party beneficiaries under this Agreement.
19. *Force Majeure.* Neither Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is (i) directly caused by acts of God, war, acts of terrorists, explosion, fire, flood, earthquakes, epidemics, unforeseen communications or information system failures, acts of civil or military authorities or civil disturbance and (ii) could not have been prevented or circumvented by the non-performing Party's reasonable precautions or commercially accepted processes (including through the use of substitute services, alternate sources, work-around plans, the implementation of appropriate security measures or disaster recovery measures) (a "**Force Majeure Event**"). The Party experiencing any delay or failure as a result of any such Force Majeure Event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other Party; and (ii) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other Party.
20. *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.
21. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have approved and executed this INSURANCE CONSULTANT AGREEMENT on this the 26th day of April, 2018.

MSW,
McGriff, Seibels and Williams. Inc.

By: 

Name: Johnny Fontenot

Title: Executive Vice President

Manager's Initial: 

CLIENT,
Gregg County, Texas

By: 

Name: Bill Stoudt

Title: Gregg County Judge

ATTEST:



Connie Wade
Gregg County Clerk

EXHIBIT A

**Gregg County Request for Proposals for Health Insurance Consulting/Advisory Services
RFP# 2018-207**

(to be attached)

EXHIBIT B

**MSW's (McGriff, Seibels and Williams, Inc.) response to Gregg County's Request for Proposals
for Health Insurance Consulting/Advisory Services, RFP# 2018-207**

(to be attached)

EXHIBIT C

The Client has requested Insurance Consulting/Advisory Services for the following lines of coverage and as included in Attachment A bid packet RFP 2018-807 Health Insurance Consulting/Advisory Services and Attachment B proposal submission to RFP 2018-807 from MSW.

Life Coverage
Accidental Death & Dismemberment Coverage
Medical Coverage
Dental Coverage
Long Term Disability Coverage
Stop Loss Coverage

EXHIBIT D

MSW will provide the following Insurance Consulting/Advisory Services for the Client. The services to be rendered by MSW to Client under this Agreement include, but are not limited to, the services set out in this Exhibit D. All services set out in Exhibits A, B, C, and D are intended to be performed under this Agreements, are inclusive, not exclusive.

- A. Strategic Benefit Planning.** Provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
- E. Vendor Selection.** Upon client request and in conjunction with Gregg County, MSW will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Any RFP document for Gregg County shall be approved by the Gregg County Commissioners in accordance with the laws of the State of Texas and local policy. Vendors include, but are not limited to:
 - Voluntary Worksite Programs
 - Wellness and Disease Management Programs
 - Third Party Claims Administration
 - Utilization Review Programs
 - IRS Code Selection 125 Programs
 - Preferred Provider Network Plans
 - Online Enrollment Services
 - Communication Services
 - Health Savings Account Services
 - Retiree Benefit Programs
 - Third Party Claims Administration Auditing Services
 - HIPAA Training
 - Actuarial Studies requiring actuarial sign off
- F. Communication.** Assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process. Assist in drafting employee communications regarding individual health, wellness, and navigating the healthcare system.

G. Compliance Tools & Legislative Information. Provide informational materials on legislative developments impacting Employee Benefit Management plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.

H. Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Meet with Client as needed to review all activities performed by MSW during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations. Additionally, review plan performance with special attention to any large claims, stop loss reimbursements, or any other event/ noticeable trend that may impact the ongoing overall plan performance.
- Upon Client request, MSW shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Clients organization.
- Meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon MSW's fees for the next twelve month period.

I. Stewardship Report. Will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.