

## Services Agreement & Contract- CASE Program



### 1.1 Client and Project Information:

**Tarrant County**, a Texas governmental entity organized under the laws of the state of Texas, with a business address at 100 E. Weatherford St., Suite 501 Fort Worth, TX 76196 (the "Client"), Gallagher Benefit Services, Inc., with a business address at 9442 Capital of Texas Highway N., Suite 950, Austin, TX 78759 (the "Plan Sponsor") and **Transitions RBG, LLC**, with a business address at 290 East Main Street Canton, GA 30114 (the "Provider"), enter into this Business Contract (this "Business Contract" or this "Agreement") for the performance of services as set forth in this Agreement and Exhibits, on the following terms and conditions. Client, Plan Sponsor and Provider may each be referred to individually as a "Party" or collectively as the "Parties."

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of professional services. Program Schedule and Billing (Appendix B).

### 1.2 Scope of Work:

The work to be performed by Provider under this Business Contract (the "Services") shall be as set forth in Provider's Statements of Work.

Provider will exercise its best efforts to complete the Services in a professional and diligent manner, on the schedule and at the price stated in Statement of Work. Provider shall supply, at Provider's sole expense, all necessary equipment, tools, materials, and/or supplies, if any, to perform the Services.

Client will provide data, communication to employees, access to tools and/or materials, to be used exclusively for Client related projects. No subcontractors or consultants shall be engaged to carry out any part of the Services without prior written permission of Client.

### **1.3 Statement of Work:**

#### **1.3.1 Provider Obligations:**

Provider agrees to offer educational and consultative support to Client's employees that are looking for Medicare, Retirement, and Social Security Enrollment guidance. Services to be rendered by the Provider shall include:

- Providing support to Client's employees with respect to off boarding from Client's employer health plan;
- Consulting with Client's employees regarding coordination of benefits, COBRA, pre-65 medical options, post-65 medical options
- Providing marketing outreach campaigns, including an initial marketing campaign and ongoing marketing services, each with details to be determined on an ongoing basis at the mutual agreement of Client and Provider
- Consulting with Client regarding, Medicare coordination of benefits and the Medicare Secondary Payer Rule;
- Providing documentation of consultation with Client's employees, to enable Client to track Medicare Secondary Payer protocols and prevent improper funding of savings accounts.
- Facilitating touchpoint meetings with Client at mutually-agreeable intervals
- Providing program-related metrics reports on a monthly basis.

#### **1.3.2 Client Obligations:**

Client will engage with Provider to maximize integration and education into Client's benefit package. Client's obligations in this regard shall include:

- As soon as practical, delivering an announcement to Client's employees regarding Provider's services via email, using materials or templates to be provided to Client by Provider and reasonably satisfactory to Client;
- Providing data to Provider regarding Client employees throughout the term of the Agreement, including but not limited to employee name, work email address, and work telephone number for the sole purpose of facilitating Provider's delivery of Services pursuant to this Agreement.

Appendix B – Program Schedule and Billing Breakdown

Appendix C – BAA Agreement

Appendix D – Title VI Assurances and Compliance

Appendix E – Form 1295

#### **1.4 Terms, Payments, & Renewals:**

Provider will invoice the Plan Sponsor for Services performed on behalf of the Client within 10 days of receiving the "New Account Set-up Form". Plan Sponsor will pay Provider as set forth in each Statement of Work within 30 days of receipt and acceptance of such invoice. It is understood that payments to Provider for Services rendered shall be made in full as agreed. Client shall not be responsible for any payment for any Services provided under this Agreement.

Within 14 days from the Kickoff Call, defined below, all Services are to be live and running. Once an effective date is determined, that is the date that Provider plans on having support available for the CASE program. If the delay in launch results as a delay or postponement from the Client, the invoicing will still begin as the effective date.

The term of the Agreement shall begin on July 1, 2023 and end on December 31, 2025 ("Initial Term"). Upon the completion of the Initial Term, this Agreement may be renewed for two (2) successive annual terms (each, a "Renewal Term") upon mutual agreement no less than ninety (90) days prior to the expiration of the Initial Term or a Renewal Term. At any time after the Initial Term, any Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Parties. At any time, during or after the Initial Term, the Parties may mutually agree to terminate this Agreement and, in addition, any Party may terminate this Agreement, upon at least ninety (90) days' prior written notice, if any other Party breaches its agreements hereunder and fails to cure its breach within sixty (60) days of being given notice of such breach.

Accounts that are not current after three (3) months of invoicing will be required to pay the remainder of the annual amount, with the application of any assessed late fees.

Invoicing amounts remain the same premium throughout the year, unless the group fluctuates more than 10%. If the group size increases or decreases more than 10%, Provider will re-evaluate the allocated costs for the CASE Program. The preferred method of payment is ACH. Upon commencement of Services, the account manager will send out a W-9 form on behalf of Provider.

#### **1.5 Process:**

Once the Client has accepted the proposal and completed the "New Account Set-up Form", Provider's account management team will schedule a formal call to commence the provision of Services (the "Kickoff Call"). During this Kickoff Call, a 12-month maximization of services plan will be created. This plan will build the frameworks to establish a strong partnership and integration plan. All initial fees must be paid in full before service and support will commence. This includes, but is not limited to, the Implementation Fee (defined below) & initial invoice. Invoicing increment options are monthly, quarterly, biannually, or annually.

Communication and integration plans will include, but are not limited to: outreach options; webinars; online resources; campaigns; and other educational resources. These plans are flexible and focus on compliance and coordination of benefits.

### **1.6 Confidentiality:**

For purposes of this Agreement, the term "Information" shall mean any information that Provider may receive from Client, or any of Client's employees, retirees, and other covered members.

Provider shall maintain the Information in confidence with the same degree of care it holds its own confidential information. Provider shall not use the Information except to perform the Services.

Provider will disclose the Information only to its officers and employees directly concerned with the Statements of Work, but will neither disclose the Information to any third party nor use the Information for any other purpose.

Provider's obligation of nondisclosure and the limitations upon the right to use the Information shall not apply to the extent that Provider can demonstrate that the Information:

- was in the possession of Provider prior to the time of disclosure; or
- is or becomes public knowledge through no fault or omission of Provider; or
- is obtained by Provider from a third party under no obligation of confidentiality to Client.

All obligations of Provider under this Section shall survive the termination of this Agreement.

### **1.7 Effective Date, Invoicing, and Renewal Process:**

Within 14 days from the Kickoff Call, all Services are to be live and running. The date 14 days after the Kickoff Call shall be when Provider plans on having support available for the CASE program (the "Effective Date"). If the delay in commencement of Services results in a delay or postponement from the Client, the invoicing will still begin as of the Effective Date. A 12-month initial commitment to the CASE program is required. The CASE program will renew for the same Term as this Agreement.

Provider's invoicing shall remain the same premium throughout the year, unless the group fluctuates more than 10%. If the group size increases or decreases more than 10%, we will re-evaluate the allocated costs for the CASE Program. The preferred method of payment is ACH. Upon commencement of Services, the account manager will send out a W-9 form on behalf of Provider. If an account is over 90 days in arrears, the account will be billed the remaining annual amount.

### **1.8 PHI and HIPAA:**

Provider will: (a) not Use or Disclose PHI other than as permitted or required as Required By Law; (b) use appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use and Disclosure of PHI; (c) report to Client any Use or Disclosure of PHI not provided for by this SOW of which Provider becomes aware, including without limitation Breaches of Unsecured PHI as required by 45 CFR 164.410 and Security Incidents, which report shall be in writing and shall be given within ten (10) days after Provider's Discovery of such Breach or Provider's awareness of such Security Incident or other impermissible Use or Disclosure of PHI; (d) use at least commercially reasonable efforts to mitigate any harmful effect of a Use or Disclosure of PHI by Provider or its Subcontractor in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2); (e) ensure that any Subcontractor that creates, receives, maintains or transmits PHI agrees in writing to the same restrictions, conditions and requirements that apply to Provider with respect to such PHI; and (f) provide access or make available to Client the PHI in a Designated Record Set, if any, at reasonable times at the request of Client as necessary to satisfy Client's obligations under 45 CFR 164.524.

Client acknowledges Client's obligation to amend an Individual's PHI in accordance with 45 C.F.R. 164.526. To the extent that Provider maintains a Designated Record Set on behalf of Client, Provider agrees to make any amendment(s) to Protected Health Information in that Designated Record Set that Client directs or agrees to pursuant to 45 C.F.R. § 164.526. If an Individual requests an amendment of his or her PHI directly from Provider, Provider shall promptly forward such request to Client, which shall be responsible for responding to such request. Within ten (10) business days of receipt of a request for amendment, Provider will: (a) notify the Client of the request; (b) maintain and make available to Client the information required for an accounting of Disclosures as necessary to satisfy Client's obligations under 45 CFR 164.528; (c) to the extent Provider is to carry out any obligation of Client under Subpart E of 45 CFR Part 164, comply with the requirements of such Subpart as applicable to Client in the performance of such obligation; and (d) make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the Health Insurance Portability and Accountability Act of 1996.

### **1.9 Insurance Coverage:**

Provider is a professional services organization. Provider shall at all times during the Term of this Agreement maintain and pay for the following insurance:

- i. Cyber (Privacy/Network) Technology Liability Insurance providing protection against liability for: (1) liability arising from the loss or disclosure of confidential information; (2) system breaches; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access or use of computer systems with limits not less than five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the aggregate.
- ii. Errors and omissions insurance with coverage amounts of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate.
- iii. All of the above insurance will be placed with insurance companies lawfully authorized to do business in the jurisdiction in which the services are being performed.

### **1.10 Sovereign Immunity:**

This Agreement is expressly made subject to Client's sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the Client has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

### **1.11 Public Information Act:**

The Parties acknowledge and agree that Client is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the Parties agree that in the event that any provision of this Agreement or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that Client, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requesters") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requesters have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General or court orders. Provider hereby releases the County Requesters from any and all liability or obligation of any type, kind or nature regarding any disclosure of any information furnished by Provider or in the possession or knowledge of the Client that is determined by Client or in reliance on any advice, decision or opinion of the Texas Attorney General or court order to be available to the public or any persons. Client agrees to give Provider notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party open records request pertaining to this Agreement or any proposal related hereto, including, if necessary, sufficient time to file a declaratory judgment action or other action in connection with any adverse ruling issued by the Texas Attorney General with respect to any information Provider has claimed is exempt from disclosure under the Public Information Act.

### **1.12 Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"):**

Client is also subject to Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require Client to violate any law or to preclude Client from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all Parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered. This shall include the provision of an explanation of the purpose of the Agreement in the publicly posted Commissioners Court communication as well as providing a full copy of the Agreement to posted online in addition to being made public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

### **1.13 Successors and Assigns:**

All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto, whether so expressed or not. This Agreement will not be assignable by any Party hereto without the written consent of the other Parties, provided that Provider may assign its obligations and rights to any of its affiliates without consent of Client. Such consent shall not relieve any party of liability in the event of default by its assignee. Each Party understands that in the event that all or substantially all of its assets are acquired by another entity, such Party is still obligated to fulfill the terms and conditions of this Agreement.

**1.14 Waiver/Estoppel:**

It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by applicable law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by applicable law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Provider has a duty to mitigate damages.

**1.15 Title VI Assurances and Compliance:**

This Agreement is may be subject to applicable federal and State laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Provider nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition, Provider assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. Provider agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement. Provider agrees to comply with its Title VI assurances contained in Appendix D which is attached to this Agreement.

**1.16 Compliance with Laws and Regulations:**

In providing the services required by this Agreement, Provider must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Provider shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## 1.17 Chapters 2271, 2252, and 2274 Texas Government Code Verification:

- (a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Provider verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
- (b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Provider warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
- (c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Provider verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
- (d) **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Provider verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.



**1.18 No Third Party Beneficiaries:**

Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

**1.19 Certificate of Interested Parties (Form 1295):**

Provider acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Appendix E is a full and true copy of said filed form.

**2.0 Representations:**

Each of the individuals executing the various documents that comprise the Agreement between Provider and Client represents and warrants that he or she is authorized to enter into this Agreement on behalf of Provider or Client, as applicable. Provider and Client each represents and warrants that this Agreement is a legal and binding obligation of such company. In addition, Provider represents and warrants that the employees or representatives of Provider who are assigned to perform Services under this Agreement are qualified by experience, training, licensing and/or education to perform the Services required hereunder in a competent manner.

**2.1 Limitations of Liability:**

Unless such damages arose from the liable Party's gross negligence or willful misconduct, in no event shall either Party be liable hereunder for any indirect, incidental or consequential damages.

**2.2 Entire Agreement:**

The Agreement represents the entire understanding of the parties with respect to the Services to be provided under the Agreement and all matters related to such subject matter, and this Agreement supersedes all prior oral or written agreements or understandings between the parties concerning such subject matter.

**2.3 Governing Law:**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles, and any applicable federal laws of the United States. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN TARRANT COUNTY, TEXAS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN TARRANT COUNTY, TEXAS FOR ANY ACTION OR PROCEEDING.

## 2.4 Notices:

Any and all notices required under this Agreement shall be in writing and shall be deemed delivered when delivered in person, when delivered by overnight delivery service with confirmation of receipt, or three (3) days after being deposited in the United States mail, postage prepaid and by certified mail, in each case addressed as follows:

If for Provider:

NAME: Erica Reece  
TITLE: Director of Accounts  
COMPANY NAME: Transitions RBG  
ADDRESS 1: 290 East Main Street  
ADDRESS 2:  
CITY, ST ZIP: Canton, GA 30114

With a copy to:

Senior Market Sales LLC  
Attn: Legal Department  
8420 W. Dodge Road, Suite 510  
Omaha, NE 68114

If for Client:

NAME: Tina Glenn  
TITLE: Director, Tarrant County Human Resources  
Company Name: Tarrant County  
Address 1: 100 East Weatherford Street, Suite 301  
Address 2: \_\_\_\_\_  
CITY, ST ZIP: Fort Worth, TX 76196

Subject to the terms of the Agreement, Provider will provide to Client the Services specified and mutually agreed upon in the Proposal and this Statement of Work.

This Scope of Work (and any documents comprising the Agreement that require execution) may be executed in one or more counterparts and by electronic means, and each of which counterparts will be deemed an original, and all of which together will constitute one and the same Agreement.

Agreed to as of the Effective Date: \_\_\_\_\_

**Transitions RBG, LLC**

**Client:** Tarrant County

By: Erica Reece

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

Name: Erica Reece

Name: Tim O'Hare

Title: Director of Accounts

Title: County Judge

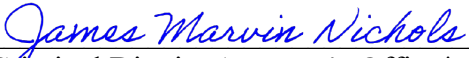
**Plan Sponsor:** Gallagher Benefit Services, Inc.

By: James Wright

Name: James Wright

Title: Area President

APPROVED AS TO FORM:

  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

## Appendix B – Program Schedule and Billing

### **Monthly Recurring Fees: (CASE Program)**

Number of Members:

- OVER 500 Employees: .50 PEPM
- UNDER 500 employees: \$250/ monthly

Number of Members: \_\_\_\_\_

Monthly Fee: \$\_\_\_\_\_

### **Implementation Fees: \$1500**

Total due prior to live support:

- Implementation Fee: \$\_\_\_\_\_
- Monthly CASE fee: \$\_\_\_\_\_
- Total Due: \$\_\_\_\_\_

## Transitions RBG HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (this “BAA” or “Agreement”) is made by and between **Gallagher Benefit Services, Inc.** (“Plan Sponsor”), in its capacity as Plan Administrator and acting on behalf of the **Tarrant County**, a Texas governmental entity organized under the laws of the state of Texas (“Covered Entity”), and **Transitions RBG, LLC** (“Business Associate”) and is effective as of July 1, 2023 (the “Effective Date”). Plan Sponsor, Covered Entity, and Business Associate may each individually be referred to as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, contemporaneously with the execution of this Agreement or previously hereto, Business Associate has been engaged to provide certain products and services (“Services”) to Covered Entity and Plan Sponsor (as Plan Administrator), as set forth in the Services Agreement & Contract- CASE Program, effective July 1, 2023 between the parties (each a “Business Relationship”); and

WHEREAS, as part of the Business Relationship(s), the Services by Business Associate to Covered Entity and Plan Sponsor (as Plan Administrator) involve the Use and/or Disclosure of Protected Health Information (“PHI”); and

WHEREAS, Plan Sponsor is acting under this BAA in its capacity as Plan Administrator and the named fiduciary of Covered Entity, and in such capacity, is acting on behalf of Covered Entity under this BAA; and

WHEREAS, the parties desire to enter into this BAA regarding the Use and/or Disclosure of PHI as required by (a) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (b) the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Standards for Security of Electronic PHI (the “Security Rule”) promulgated under HIPAA; (c) the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the “HITECH Act”); and (d) the regulations implementing HIPAA and the HITECH Act. HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and their implementing regulations shall collectively be referred to herein as the “HIPAA Rules.”

NOW, THEREFORE, for and in consideration of the parties’ entry into the Business Relationship(s) and the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

#### 1. Terms Used.

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, Disclose or Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Other capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed in the HIPAA Rules.

b. Key terms used:

(1) HIPAA Rules’ Shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended at the time the section is to be applied.

(2) “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 the Party identified above as Business Associate.

(3) “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 the Party identified above as Covered

Entity.

(4) “Unsuccessful Security Incidents”. shall mean a Security Incident (as defined at 45 CFR 164.304) which (i) does not result in unauthorized acquisition, access, use or disclosure of PHI (such as a “ping” on an information system firewall; port scan; attempt to log on to an information system or enter a database with an invalid password or user name; or service attack that does not result in a server being taken offline) and (ii) does not cause Business Associate, using at least the same degree of skill and judgment as an information security analyst of ordinary prudence, to suspect a malicious, prolonged or deliberate effort to adversely affect or interfere with Business Associate’s or Plan Sponsor’s information system(s). This Section 1(b)(4) constitutes notice by Business Associate to Plan Sponsor of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Plan Sponsor shall be required.

## **2. Obligations and Activities of Business Associate.**

a. Business Associate shall:

i. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law;

ii. use appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use and Disclosure of PHI other than as provided for by this BAA;

iii. report to Plan Sponsor any Use or Disclosure of PHI not provided for by this BAA of which Business Associate becomes aware, including without limitation Breaches of Unsecured PHI as required at 45 CFR 164.410 and Security Incidents which are not Unsuccessful Security Incidents, which report shall be in writing and shall be given within ten (10) days after Business Associate’s Discovery of such Breach or Business Associate’s awareness of such Security Incident or other impermissible Use or Disclosure of PHI;

iv. use at least commercially reasonable efforts to mitigate any harmful effect of a Use or Disclosure of PHI by Business Associate or its Subcontractor in violation of the requirements of this BAA;

v. in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractor that creates, receives, maintains or transmits PHI agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI;

vi. provide access or make available to Plan Sponsor the PHI in a Designated Record Set, if any, at reasonable times at the request of Plan Sponsor as necessary to satisfy Plan Sponsor’s and Covered Entity’s obligations under 45 CFR 164.524;

vii. Plan Sponsor acknowledges Covered Entity’s obligation to amend an Individual’s PHI in accordance with 45 C.F.R. 164.526. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in that Designated Record Set that Plan Sponsor directs or agrees to pursuant to 45 C.F.R. § 164.526. If an Individual requests an amendment of his or her PHI directly from Business Associate, Business Associate shall promptly forward such request to Plan Sponsor, which shall be responsible for responding to such request. Within ten (10) business days of receipt of a request for amendment, Business Associate will notify the Plan Sponsor of the request;

viii. maintain and make available to Plan Sponsor the information required for an accounting of Disclosures as necessary to satisfy Plan Sponsor’s and Covered Entity’s obligations under 45 CFR 164.528;

ix. to the extent Business Associate is to carry out any obligation of Plan Sponsor and Covered Entity under Subpart E of 45 CFR Part 164, comply with the requirements of such Subpart as applicable to

Plan Sponsor and Covered Entity in the performance of such obligation; and

x. make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules.

b. Indemnification.

i. Each Party shall be responsible for the acts and omissions of its own agents, employees and contractors. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity and Plan Sponsor from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate which constitute a breach in connection with the performance of Business Associate's duties under this BAA. This indemnity shall apply even if Covered Entity or Plan Sponsor is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds either Covered Entity or Plan Sponsor not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit either Covered Entity's or Plan Sponsor's rights, if any, to common law indemnity.

ii. Covered Entity and Plan Sponsor shall have the option, at their sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of the Business Associate. Covered Entity and Plan Sponsor shall provide the Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Business Associate in establishing a defense to such action.

iii. These indemnities shall survive termination of this BAA and the Agreement, and both Covered Entity and Plan Sponsor reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

c. Insurance. As long as Business Associate receives, transmits, creates, or maintains PHI, Business Associate will maintain cyber insurance with coverage for HIPAA breaches including breach management and Individual notification expenses in the minimum amount of five million dollars (\$5,000,00) per occurrence and ten million dollars (\$10,000,00) in the annual aggregate. Upon the execution of the Agreement and upon Covered Entity's request any time thereafter (no more than annually), Business Associate will furnish a then-current certified certificate(s) of insurance. Such policy (or policies) shall (i) be endorsed to include Covered Entity as an additional insured to the extent indemnified pursuant to this BAA, (ii) provide for severability of interests, and (iii) provide Business Associate with at least thirty (30) days' notice of cancellation. Business Associate shall provide thirty (30) days' prior written notice to Covered Entity of any nonrenewal or cancellation of any insurance coverage.

**3. Permitted Uses and Disclosures by Business Associate.**

a. Business Associate may Use and Disclose PHI to perform functions, activities or services for, or on behalf of the Group Health Plan and Plan Sponsor as necessary to accomplish the purpose(s) of the Business Relationship(s) for which Business Associate has been engaged, provided that such Use or Disclosure would not violate the HIPAA Rules if done by Plan Sponsor or Covered Entity.

b. Business Associate may Use and Disclose PHI as Required by Law.

c. Business Associate may *Use* PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

d. Business Associate may *Disclose* PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if (i) the Disclosure is Required By Law or (ii) Business Associate obtains reasonable assurances from the party to whom the PHI is Disclosed that (1) the PHI will be held confidentially and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the party and (2) the party will notify Business Associate of any instances of which it is



aware in which the confidentiality of the PHI has been breached.

e. Business Associate may provide to Plan Sponsor Data Aggregation services relating to the Health Care Operations of Covered Entity.

#### **4. Obligations of and Permissible Requests by Plan Sponsor.**

a. Plan Sponsor shall notify Business Associate in writing of any limitation in Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

b. Plan Sponsor shall notify Business Associate in writing of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Plan Sponsor shall notify Business Associate in writing of any restriction on the Use or Disclosure of PHI to which Plan Sponsor has agreed or by which Plan Sponsor or Covered Entity is required to abide under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

d. Plan Sponsor shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Plan Sponsor or Covered Entity, except as for the specific uses and disclosures in Section 3 (Permitted Uses and Disclosures by Business Associate).

#### **5. Term and Termination.**

a. Term. The term of this BAA shall be effective as of the BAA Effective Date and shall expire: (i) when all PHI is destroyed or returned to Plan Sponsor; or (ii) on the date Plan Sponsor terminates this BAA for cause as authorized in Section 5(b) (Termination for Cause), whichever is sooner.

b. Termination for Cause. Plan Sponsor may terminate this BAA and the Business Relationship(s) if Plan Sponsor determines Business Associate has violated a material term of this BAA and further, provided cure is possible, if Business Associate has not cured the violation within 30 days after written notice of such breach from Plan Sponsor.

c. Obligations of Business Associate Upon Termination. Upon expiration or termination of this BAA for any reason, Business Associate shall:

i. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities (the "Permissible Purpose");

ii. other than the PHI retained by Business Associate for the Permissible Purpose, return to Plan Sponsor or destroy, all PHI that Business Associate still maintains in any form;

iii. continue to comply with Section 2 (Obligations and Activities of Business Associate) with respect to the PHI retained by Business Associate for the Permissible Purpose for as long as Business Associate retains such PHI;

iv. Use and Disclose the PHI retained by Business Associate for the Permissible Purpose solely for the Permissible Purpose and subject to Section 3 (Permitted Uses and Disclosures by Business Associate); and

v. return to Plan Sponsor or destroy the PHI retained by Business Associate for the Permissible Purpose when such PHI is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

d. Survival. The following shall survive expiration or termination of this BAA: Section 1 (Terms Used), Section 5(c) (Obligations of Business Associate Upon Termination), Section 5(d) (Survival), Section 6

(Remedies & Enforcement) and Section 7 (Miscellaneous).

6. **Supervening Law.** Upon the enactment of any law or regulation affecting the Use or Disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties agree to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the Parties are unable to agree on an amendment within thirty (30) days, either Party may terminate the Services Agreement on not less than thirty (30) days' written notice to the other.
7. **Remedies & Enforcement.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR BUSINESS GOODWILL) (COLLECTIVELY, "NON-DIRECT DAMAGES") ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS BAA UNLESS SUCH NON-DIRECT DAMAGES AROSE FROM THE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The parties agree that fines, penalties and similar amounts imposed by a governmental agency and attorney fees are not Non-Direct Damages. Except for the foregoing sentences in this Section 6 (Remedies & Enforcement) and further except as provided in Section 7(g) (Enforcement), nothing in this BAA and nothing in any document(s) describing the Business Relationship(s) shall be construed or operate to (a) restrict either party's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of another party related to this BAA or (b) limit either party's right to assert immunities, claims, cross-claims and defenses to which it may be entitled under applicable law. Business Associate shall be liable to Plan Sponsor and Covered Entity for the acts and omissions of Business Associate's Subcontractors.
8. **Miscellaneous.**
  - a. **Application and Incorporation.** As of the BAA Effective Date, this BAA supersedes any preexisting business associate agreement between the parties and automatically applies to all preexisting and future Business Relationships which establish Business Associate as a HIPAA-defined "business associate" of Covered Entity.
  - b. **Regulatory and Statutory References.** Any reference in this BAA to a section of the HIPAA Rules shall mean such regulation or statute as in effect on the BAA Effective Date or, if and to the extent applicable, as subsequently updated, amended or revised.
  - c. **Mitigation.** If Business Associate violates this BAA or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such violation. Additionally, Business Associate agrees to mitigate, to the extent practicable, any other damages of which it is aware resulting from a violation of this BAA or the HIPAA Rules.
  - d. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
  - e. **Termination for Breach.** Without limiting the termination provisions herein, if Business Associate breaches any provision of this BAA, Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this BAA; or Covered Entity may terminate this BAA and the Agreement on a date specified by Covered Entity.
  - f. **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity, Plan Sponsor and Business Associate to comply with the requirements of the HIPAA Rules. Notwithstanding the foregoing, if Plan Sponsor and Business Associate have not amended this BAA to address a statute or final regulation that becomes effective after the BAA Effective Date and that is applicable to this BAA, then upon the effective date of such statute or regulation (or any portion thereof) this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such statute or regulation and for Covered Entity, Plan Sponsor and Business Associate to be and remain in compliance with all applicable laws. Except as provided herein, no amendment to this BAA shall be effective unless it is in writing and signed on behalf of the Group Health Plan by Plan Sponsor and signed

by Business Associate.

g. Interpretation. Any conflict, inconsistency or ambiguity in or between this BAA and the HIPAA Rules shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules. Any conflict, inconsistency or ambiguity between this BAA and any document(s) describing the Business Relationship(s) shall be resolved in favor of this BAA.

h. No Third-Party Beneficiary. Nothing in this BAA is intended, nor shall be deemed, to confer any benefits on any third party other than one or more affiliates of Plan Sponsor to the extent they may be acting on behalf of Covered Entity.

i. Assignment. This BAA may not be transferred or assigned by either party without the prior written consent of the other party, except that Plan Sponsor may assign this BAA to another group health plan that by merger or consolidation assumes the obligations of Covered Entity, without notice to or consent of Business Associate. Any assignment in violation of this Section 7(f) is void and without effect.

j. Enforcement. This BAA is enforceable separately from any document(s) describing the Business Relationship(s). This BAA shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

k. Notices. Notwithstanding anything to the contrary in any document(s) describing the Business Relationship(s), notices under this BAA shall be sufficient only if in writing and delivered—by a major commercial rapid delivery courier service or mailed by certified or registered mail, postage prepaid and return receipt requested—to a party at the address set forth below or as amended by notice pursuant to this Section 7(h).

**IN WITNESS, WHEREOF,** the parties hereto have duly executed this Agreement as of the Effective Date.

**Covered Entity:**

Tarrant County

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

Print Name: Tim O'Hare

Title: County Judge

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

**Address:**

100 East Weatherford

Fort Worth, TX 76196

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Transitions RBG, LLC as Business Associate**

By: Erica Reece

Print Name: Erica Reece

Title: Director of Accounts

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

**Address:**

\_\_\_\_\_

Transitions RBG

290 East Main Street

Canton, GA 30114

**Plan Sponsor:**

**Gallagher Benefit Services, Inc.**

By: *James Wright*

Print Name: **James Wright**

Title: **Area President**

Date: **8/25/2023**

**Address:**

**12750 Merit Drive, Suite 1000**

**Dallas, Texas 75251**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix D – Title VI Assurances and Compliance

### A. ASSURANCES

During the performance of this Agreement, Transitions RBG, LLC, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Term of the Agreement, will not unlawfully discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration upon reasonable suspicion of noncompliance to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, as determined by a court of law of competent jurisdiction, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - b. canceling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will require its subcontractors to comply with all employment and nondiscrimination laws application to them.

### B. NONDISCRIMINATION AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees, to the extent applicable to Contractor and the services provided under the Agreement to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. To ensure compliance with Title VI, governmental entities shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **Representations/Warranties**

The Contractor also makes the following representations and warranties to Tarrant County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be unlawfully discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.

3. Neither Contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed Parties to this Addendum and Employer Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Tarrant County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

C. ENFORCEMENT

The Contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Tarrant County, the Contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

**Contractor's Full Name:**

Transitions RBG, LLC

Erica Reece

**Signature, Authorized Representative of Contractor**

08/18/2023

**Date**

Erica Reece, Director of Accounts  
**Name and Title**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**
**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Transitions RBG, LLC  
Canton, GA United States

**Certificate Number:**  
2023-1066037

**Date Filed:**  
08/30/2023

**Date Acknowledged:**

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

Tarrant County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP No. 2023-012

Medicare Education, Coordination, and Enrollment Consulting Services. We also provide Social Security, Retirement, Individual/Family Health Plans, and Caregiver Assistance Consulting.

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

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

**6 UNSWORN DECLARATION**

My name is Erica Reece, and my date of birth is 1/10/1987.

My address is 596 Owens Store Rd., Canton, GA, 30115, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cherokee County, State of Georgia, on the 30th day of August, 2023.  
(month) (year)

*Erica Reece*

Signature of authorized agent of contracting business entity  
(Declarant)