



November 11, 2019

City of Forney (referred to in this letter as "you")
101 E Main Street
P.O. Box 426
Forney, TX 75126

Attn: Ms. Michelle Jenkin, Human Resources Manager

Subject: New Services

Thank you for selecting Alight Solutions LLC ("we" or "us") as your provider of the services (the "Services") described in the statement of work ("SOW") attached hereto as Exhibit 1. We would like to confirm briefly in this letter agreement (this "Agreement") the terms and conditions for providing the Services described in such SOW and in any other SOW executed by the parties.

The term of this Agreement begins on the date first written above and will continue until terminated as provided below. The term of each SOW shall be set forth therein. Either party may terminate this Agreement or any SOW at any time and for any reason by providing the other party with at least ninety days' prior written notice. If Services under any SOW extend beyond the term of this Agreement, the terms of this Agreement will automatically extend until such Services are completed or terminated. If any SOW is terminated prior to the end of its term, you will be responsible for any amounts owed under such SOW in respect of Services rendered and expenses incurred through the date of such termination and any other amounts described in such SOW.

Changes in the Services may be mutually agreed upon by the parties in writing (including via email). We may rely, in performing our obligations, on any instruction or direction from you and any information, data, document or instrument supplied by you. We will retain all ownership rights to our pre-existing intellectual property, any derivatives of such materials and intellectual property newly developed by us during the course of providing the Services or otherwise related thereto. We grant you a limited non-transferable license to use or access our intellectual property described in this Agreement solely for the intended purpose during the term hereof. We retain the right to use our knowledge, experience and know-how (including processes, ideas, concepts and techniques developed in the course of performing the Services hereunder) in any manner in the course of providing services to our other clients.

Each party agrees to treat the other party's information as confidential and not share such confidential information with a third party without the express prior written consent of the other, except that we may disclose your confidential information to any subcontractors through which we are performing the Services or vendors providing back-office support. We may also de-identify and aggregate such information in compliance with law. You agree that we may use your name on our client list and related materials. The Services may be

performed by us or through one of our global affiliates or subcontractors. You will submit to us all data in your control necessary for us to perform the Services, and you are responsible for the completeness and accuracy of any direction, data and information that you provide to us in connection with the Services. You will obtain any licenses, consents, authorizations and approvals that are necessary to allow us to use the information made available by or on behalf of you, in each case to the extent necessary for us to provide the Services.

Our maximum aggregate liability arising from or related to this Agreement (including any applicable business associate agreement) in respect of each SOW shall not in any event exceed an amount equal to the amount of fees you paid for the Services provided pursuant to such SOW, except that this limitation will not apply to liability resulting from our willful, fraudulent or criminal misconduct, or as otherwise prohibited by law. As our sole responsibility under this Agreement is to you, you will indemnify us and defend any third party claims against you or us arising out of or in connection with the Services. Third parties include your affiliates, your benefit plans, any benefit plan trustees and any employees, participants or their representatives. If it is determined that any damages to any employees, participants or their representatives resulted from our error, we will reimburse you for up to the limit set forth in this Agreement. In any case, neither of us shall be liable to the other for any incidental, consequential, punitive or special damages, even if the parties have been advised of the possibility of such damages. Each party agrees to use reasonable efforts to mitigate any damages suffered in connection with the Services. Any disputes in connection with the Services will be governed by the internal laws of the State of Illinois. Neither of us will be in breach of this Agreement or any SOW as a result of, nor will either of us be liable to the other for, damages, or other losses arising out of delays in performance caused by acts of God, government authority, labor disputes, fires or other loss of facilities, and other similar occurrences as long as the delayed party is diligently attempting to correct the cause of the delay. In the event of a conflict between the terms of the body of this Agreement and an SOW, the terms and conditions of the applicable SOW shall control.

The compensation paid to us that is attributable to the performance or receipt of the Services does not include any applicable federal, state or local sales, use, excise, value-added, withholding, personal property or other similar taxes (collectively "Transaction Taxes"). You are solely responsible for any and all Transaction Taxes. The Transaction Taxes will be separately identified on an invoice and will be payable in accordance with the applicable terms of this Agreement. We each bear sole responsibility for all federal, state or local taxes or assessments resulting from its respective (i) net income; (ii) capital (e.g., state franchise taxes); (iii) gross receipts that are imposed on the privilege of doing business; or (iv) personal property or owned or leased real property used in connection with the performance or receipt of the Services.

[Signature page follows.]

Please acknowledge your agreement with the foregoing by signing below and returning a scanned copy or an original version to me.

Feel free to contact me with any questions or comments. We look forward to working with you and your team.

Sincerely,

Alight Solutions LLC

By: _____

Name: _____

Title: _____

Accepted and agreed as of the date first written above

City of Forney

By: _____

Name: Michelle Jenkin

Title: Human Resources Manager

EXHIBIT 1

STATEMENT OF WORK

Section 1. Services. A description of the Services to be provided by us under this SOW is set forth in **Schedule A** attached hereto and incorporated herein.

Section 2. Fees. The fees and expenses payable by you to us in connection with the Services to be provided by us under this SOW, together with the terms under which such fees and expenses will be invoiced, paid and adjusted from time to time, are set forth in **Schedule B** attached hereto and incorporated herein.

Section 3. Term. The initial term of this SOW will begin on February 1, 2020 and end on January 31, 2021 unless sooner terminated in accordance with the Agreement. Upon the expiration of the initial term or any renewal term, this SOW shall automatically renew for successive one year terms unless either party provides the other party with notice at least ninety days prior to the end thereof.

SCHEDULE A
DELIVERY MODEL

Healthcare Navigation Navigator Delivery Model

Schedule A – Healthcare Navigation Delivery Model

Administrative Services Agreement between City of Forney (“Client”) and Alight Solutions LLC (“Alight Solutions”)

About this material

This document contains the delivery model for Navigation services provided by Alight Solutions LLC.

Healthcare navigation solutions core competencies include:

Navigator

- Alight Health Pro support dedicated to members
- Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc.
- Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc.
- Connecting into client's third-party programs (EAP, Telemedicine services, nurse lines, tobacco cessation, weight management, and many more.)
- Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations
- Insurance benefit, clinical policy, & coverage questions
- Monthly member communications (from their Health Pro) that direct members to Health Pro support.
- Find highly-rated, cost effective providers and care
- Compare cost for procedures and care
- Find lower cost alternatives for prescriptions
- Fees tied to guaranteed return on investment for your organization
- Clinical support and coordination of conditions and diagnosis as well as preparing for doctors' visits

The delivery model describes the range of services Alight can provide:

Comprehensive healthcare navigation from a personal healthcare expert (e.g., Alight Health Pro consultant) and/or self-service technology (e.g., mobile app or online web portal) that helps employees and their families get assistance choosing a health plan, resolve medical billing issues, assist with understanding their health benefits, assist with scheduling appointments, find highly-rated, cost-effective providers and care, compare costs for procedures and care, and find lower cost alternatives for prescriptions. Navigator empowers your people to make simpler, smarter healthcare decisions every day that improve care and lower healthcare costs

The delivery model is tailored for City of Forney based on your needs and is the basis for Alight's fees. The client-specific document becomes an attachment to the contract between Alight and the client. Alight is only responsible for delivering the services specifically listed in this document as part of its Navigation offer.

This delivery model does not replace or modify existing or future agreements between the client and Alight for services other than Navigation.

Note: Information provided by Health Pros is for informational purposes only and is not a substitute for personalized medical advice. Employees should seek the advice of their physician, or a qualified professional, before they make final decisions regarding their personal situation.

General Operations

Function	
Service effective date	<p>Accept cases originating as of the service effective date of Navigation services</p> <p>Note: Resolution of any issues may be limited by third-party timeframe constraints (e.g., claim filing time limits in health plans)</p>
Service Center location	<ul style="list-style-type: none"> • Dallas, TX (primary) • Woodlands, Texas (back up location) • Lincolnshire, Illinois (back up location) • Orlando, Florida (back up location)
Covered populations	<ul style="list-style-type: none"> • Active Employees • Inactive Employees (Retirees, Survivors, Disabled) • Leave of Absence Employees • Dependents (Spouses, Domestic Partners, Children) • Eligible International Employees entitled to U.S. Benefits (Expats) • COBRA Qualified Beneficiaries • Extended Family Members (Parents or Parents-in-Law) <p>Note: Services provided to family members that are not covered under the employer sponsored plans will be more directional and education</p>
Covered plans with Health Pros	<p>Provide support for the following types of plans:</p> <ul style="list-style-type: none"> • Medical • Prescription Drug • Mental Health/Substance Abuse including EAP • Dental • Vision • Health Care, Reimbursement and Savings Accounts • Flexible Spending Accounts (Health and Dependent) <p>Client to provide Alight with the following information for all plans and programs offered:</p> <ul style="list-style-type: none"> Summary Plan Descriptions (SPD) Plan contact information Other plan or program policy documents Open Enrollment Guide

General Operations

Function	
Coordination assistance provided	<p>Health Pros will provide basic education and navigate/ transfer on the following plans:</p> <ul style="list-style-type: none"> • Employee Basic Life Insurance (including Executive Life Insurance) • Supplemental Life Insurance • Spouse and Child Life Insurance • Employee Accidental Death and Dismemberment (AD&D) • Short Term Disability (STD) • Long Term Disability (LTD) • Employee Discount Programs • Adoption Assistance Plan • Vacation/Sick Time/LOA • Defined Contribution Plans (401K) • Defined Benefit Plans (Pension) • Leave Administration
Covered plans with mobile app	<ul style="list-style-type: none"> • Medical • Dental • Vision
Program referrals	<p>Health Pros will connect to client/health plan programs:</p> <ul style="list-style-type: none"> • Voluntary Benefit Plans (e.g., Critical Illness, Hospital Indemnity, Accident) • Wellness and Wellness Reimbursement • Disease Management • Commuter • Tuition Reimbursement • Other applicable employer programs (Second Opinion, Telehealth, etc.) <p>Client to provide Alight with:</p> <ul style="list-style-type: none"> • Health plan program information • Navigation information and program contact numbers
Employee authentication	<p>Identify and authenticate employee's/dependents according to Alight's Employee Identity Management policy and procedures</p> <p>Client to Review and approve requests to access confidential employee information for:</p> <ul style="list-style-type: none"> • Power of attorney • Legal guardianship (other than custodial parent)

General Operations

Function	
Call recording	<ul style="list-style-type: none"> ● Record all incoming and outgoing calls as part of Alight’s business records ● Inform employee that calls are recorded on both inbound and outbound calls ● Retain recordings for 16 months <p><i>Note: Alight will not provide copies of calls to employees without a subpoena</i></p>
Quality monitoring	<ul style="list-style-type: none"> ● Perform systematic monitoring and coaching under a personalized Alight quality program: <ul style="list-style-type: none"> ● Based on world-class research center practices ● Focused on creating a compelling member experience with high Net Promoter Score performance ● Emphasizes expertise, confidence building, timely and accurate resolution, and personal service ● Evaluate calls and research cases to provide coaching based on key drivers of Employee satisfaction
Telephonic access for Non-English-speaking employees	<ul style="list-style-type: none"> ● Provide direct support in Spanish ● Provide direct support to employee if a Health Pro is available who speaks the language ● Establish contact with an interpreter service/language line on behalf of employee ● Alight initiates call on “as-needed” basis
Mobile app access for Non-English-speaking employees	<ul style="list-style-type: none"> ● Not supported
Client escalations	<ul style="list-style-type: none"> ● Health Pro will notify Client Manager of potential employee escalations to alert the designated client contacts ● Client Manager will reach out to designated client contact for input on issues that require plan interpretation or clarification ● Client Manager or Health Pro will accept issues directly from HR and Client contacts ● Client to pre-identify client contacts authorized to escalate issues to Alight.
Reporting	<ul style="list-style-type: none"> ● Provide quarterly utilization reports which include an executive summary (with key performance indicators) and a detailed breakdown of engagement rates, cost savings and experience/satisfaction rates. This report also includes a breakdown of how employees connected with navigation (e.g. email, web portal, phone call, app), savings per solution (e.g. bill review, savings per doctor recommendation, cost estimate and Rx reviews) and member testimonials. ● When claims are provided, an Advanced Report, which matches the Health Pro interaction to each covered employee's claims, can be generated to validate that those individuals who utilized Navigation actually followed through in accessing the recommended provider. This report includes actual claims-verified savings for claims paid in a given time period.

Omni Channel Access

Function	
Member app	<ul style="list-style-type: none"> • Navigation information is available 24/7, except for short periods of downtime for routine maintenance.
Phone access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Number to your assigned Health Pro • Hours of Operation: Monday through Friday 8:00 a.m.–8:00 p.m. Central time • Open year-round, except for weekend and Alight observed holidays: <ul style="list-style-type: none"> ○ New Year’s Day ○ MLK Day ○ Memorial Day ○ Independence Day ○ Labor Day ○ Thanksgiving Day ○ Day after Thanksgiving ○ Christmas Day
Email access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Email to your assigned HealthPro • Same day response, next day resolution (outside of bill review) • Request to schedule appointments with your Health Pro

Health Pros

Function	
Participant Support	<p>Align Health Pro support dedicated to members</p> <p>Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc.</p> <p>Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc.</p> <p>Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations</p> <p>Insurance benefit, clinical policy, & coverage questions</p> <p>Monthly member communications (from their Health Pro) that direct members to Health Pro support.</p> <p>Find highly-rated, cost effective providers and care</p> <p>Compare cost for procedures and care</p> <p>Fees tied to guaranteed return on investment for your organization</p>
Clinical expertise and education	<ul style="list-style-type: none"> • Diagnosis or treatments, including medications recommended or prescribed by physician • Treatment alternatives (to be discussed with physician) • Drug side-effects and interactions • Common health plan procedures (e.g., treatment pre-certification, step-therapy drugs) • Refer and increase awareness of disease management, wellness and mental health programs • Facilitate peer-to-peer consult between employee's physician and applicable provider • Employees will be advised to consult with their physician and/or care provider before pursuing any health-related opportunities identified during the clinical support process
Provider Support	<p>Schedule and prepare employees for doctors' appointments</p>
Navigational	<p>Assist and promote tool and program usage</p>
Case management	<ul style="list-style-type: none"> • Respond to cases initiated by employees • Utilize case management tools to track all employee interactions and cases • Provide employee clear expectations on follow-up items and timing • Document and communicate final outcome to employee
Third-party interactions	<ul style="list-style-type: none"> • Work with third parties (e.g., health plans, providers, collection agencies) as needed to research and resolve issues • Request claims filing or submission of additional information necessary to address issues

Customer Engagement

Function	
Event driven outreach	Deploy communications to employee new hires based on eligibility file data
General health education	Monthly hints Based on emails in the system sent to every member

Network Optimization

Function	
Provider Selection - Cost/Quality	<ul style="list-style-type: none">• Provider Recommendations: including quality analysis and embedded care-path cost metrics for providers and facilities• Cost Estimates for Visits and Procedures: including transactional cost estimates based on network rates and full case costs (anesthesia, pathology, etc.)
RX Alternatives	<ul style="list-style-type: none">• Establish prescription costs and review for generics/clinical alternatives• Provide options for employees where 90-day supplies and mail order options are available

About Alight Solutions

As the leading provider of benefits administration and cloud-based HR and financial solutions, we enhance work and life through our service, technology and data. Our dedicated colleagues across 14 global centers deliver an unrivaled consumer experience for our clients and their people. **We are Alight. Reimagining how people and organizations thrive.**

alight.com

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SCHEDULE B

FEE SCHEDULE

City of Forney

Schedule B—Fee Schedule Healthcare Navigation Services

Administrative Services Agreement Between

City of Forney (“Client”) and Alight Solutions LLC (“Alight Solutions”)

November 11, 2019

This document reflects Alight Solutions financial offer for the Compass Healthcare Navigation solution. If for some reason this document conflicts with other correspondence, please rely only on the information in this document.

Service Commencement Dates

Compass Healthcare Navigation Services - February 1, 2020

Implementation Fees

\$ **WAIVED** Implementation Fees

Ongoing Fee Schedule

<p>Compass Navigator Healthcare Navigation Standard Services as reflected in the Delivery Model</p>	<p><u>Enrolled Participants</u> 100 and above</p> <p><u>Monthly Fees</u> \$5.00 per Enrolled per month</p> <p>Includes monthly communications from the Participant’s Health Pro that direct Participants to use content from the technology only platforms as well as the Health Pro though direct access.</p>
<p>Compass Navigator Utilization Assumptions for Participant per month fees</p>	<p><u>Enrolled Participants</u> 100 and above</p> <p><u>Utilization Assumption</u> Up to 35.00%</p> <p>Utilization Definition: (Total Solutions)/(Total Number of Enrolled).</p> <p>Should actual utilization exceed the Utilization Assumptions on an annual basis, Alight Solutions reserves the right to renegotiate the fees in good faith or reduce the amount of communications to Enrolled Participants.</p>



Assumptions

- The term of the Agreement is for 1 years.
- For Compass Healthcare Navigation Services, Enrolled Participants are Participants Enrolled in a Medical Plan which consists of Active employees, Inactive Employees (Retirees, Survivors, and Disabled), Leave of Absence Employees, International Employees entitled to U.S. Benefits (Expats), and COBRA Participants.
- For Compass Healthcare Navigation Services, Enrolled Participants are the employees that are transmitted via census file (typically those enrolled in the medical plan).
- The number of Participants will be determined monthly.
- We have relied on the information client provided about its current plans, activity volumes, and head counts of 155 Enrolled Participants.
- Any data provided by Client must be of sufficient quality that processing can be performed without human intervention. Ad hoc reporting, data cleanup, manual processing or additional audit support will be billed on a Time and Materials basis at Alight Solutions then current billing rates.
- If Client Terminates for Convenience there is an early exit fee of 20% of the remaining fees owed (covers un-recouped investments, severance costs and transition costs including reasonable associated redeployment and wind-down costs).
- At the end of the agreement Alight Solutions will provide participant data back to Client at no charge using Alight Solutions customary format.
- Customer Service Center hours of operation are from 8:00 a.m. until 8:00 p.m., Central Time, Monday - Friday, except for holidays recognized by Alight Solutions.
- Ongoing fees above include Compass Healthcare Navigation Services' standard marketing materials including employee service explanations and telephone number contact instructions. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for member meetings; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials if Client agrees in writing to pay for such items in advance of purchase or provision. Additional charges to the employee may apply for medical record collection fees charged by providers (e.g. doctors, hospitals, etc.) if the active employee agrees in writing to pay for such items in advance of purchase or provision.
- Fees that the Client may be assessed by a third party administrator, insurance company, any providers or other third parties in connection with the medical plan (which may include, but not limited to, data extraction, production and transmission of requested data files, contract development and negotiations, custom network development, custom ID cards or ID card reissue), and third party implementation assistance, shall be the sole responsibility of the Client. Fees that Client may be charged by the third party vendors for marketing services, which may include, but not limited to, production and shipment of additional marketing collateral, and agency costs for additional communication materials, shall be the sole responsibility of the Client. Any fee assessed will be reviewed and approved by the Client.



Payment

Standard ongoing fees with estimated volumes will be paid by wire transfer or Automated Clearing House (ACH) payment on a monthly basis on or prior to the first day of each month, commencing the first of the month in which the Services are scheduled to go live.

Fees for additional services will be invoiced to Client based on charges through the last day of the month. Adjustments, reconciliations, or credits to the standard fees will be included on the invoice. Fees for additional services are due and payable within 30 days of the invoice date.

Interest at nine percent (9%) per year will accrue on all past due amounts from the corresponding due date until payment is received.

Fees for ongoing services and any renewal period are subject to an annual increase, beginning the first anniversary of the live date and each anniversary date after. Fees will only increase if the Employment Cost Index (Table 9. Employment Cost Index for Wages and Salaries, for Private Industry Workers, Not Seasonally Adjusted, All Workers) exceeds three percent (3%), in which case fees will increase by the amount above three percent (3%). Each fee increase will be communicated to Client at least 60 days prior to the effective date of the increase.

Fees for transition services out will be paid by wire transfer or ACH payment on or prior to commencement of the corresponding services.

In addition to fees, Client is responsible for:

- Travel-related expenses.
- Postage and handling; outside delivery Services such as shipping, express mail, and messenger Services.
- Additional employee communications (e.g., designers, typesetters, printers, assemblers, fulfillment, client inventories and pre-printed materials).
- Other outside suppliers, including those used for records management etc.
- Any and all taxes, however designated, that are levied or based on this Agreement or on the charges stated herein, except for taxes based on the net income of Alight Solutions.
- Time and materials expenses incurred responding to requests for litigation support and other research.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**BAA**”), effective as of February 1, 2020, is by and between City of Forney (“**Client**”), on behalf of itself and its group health plan(s) (each such group health plan, a “**Covered Entity**”), and Aight Solutions LLC (“**Business Associate**” and, together with Client and each Covered Entity, each a “**Party**” and collectively the “**Parties**”). This BAA is intended to facilitate compliance with HIPAA Laws (as defined below) with respect to any PHI (as defined below) that Business Associate may create, receive, maintain or transmit in connection with the functions, activities and services that Business Associate performs for Client under that certain services agreement dated November 11, 2019 (the “**Services Agreement**”) by and between Client and Business Associate. In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto under HIPAA Laws, including the following terms: Authorization; Breach; Data Aggregation; Designated Record Set; Individual; Required By Law; Secretary; Security Incident; and Subcontractor. The terms “use”, “disclose” and “discovery”, and derivations thereof, although not capitalized, shall also have the meanings ascribed thereto under HIPAA Laws.
- (b) “**HIPAA Laws**” means (i) the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), (ii) the privacy standards at 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Rule**”), (iii) the security standards at 45 C.F.R. Parts 160 and 162 and Subparts A and C of Part 164 (the “**Security Rule**”), (iv) the notification standards at 45 C.F.R. Subpart D of Part 164 (the “**Notification Rule**”) and (v) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5, and its implementing regulations (the “**HITECH Act**”) and the regulations promulgated thereunder, including the HIPAA omnibus final rule. Any reference herein to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule or any other section of HIPAA Laws means such section, as amended from time to time.
- (c) “**PHI**” means “protected health information”, “**ePHI**” means “electronic protected health information” and “**Unsecured PHI**” means “unsecured protected health information”, in each case, as defined under the HIPAA Laws but only to the extent created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. For the avoidance of doubt, PHI, ePHI and Unsecured PHI shall not include “employment records” as provided under HIPAA Laws.

2. Obligations of Business Associate.

- (a) **Permissible Uses and Disclosures.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
- (b) **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this BAA.

Business Associate agrees to implement administrative, physical and technical safeguards, and policies and procedures, to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI as required by the Security Rule.

- (c) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of this BAA.
- (d) **Reporting Impermissible Uses and Disclosures.** Business Associate agrees to report to Covered Entity any use or disclosure of PHI by Business Associate not permitted or required by this BAA of which Business Associate becomes aware.
- (e) **Reporting Security Incidents.** Business Associate agrees to report to Covered Entity any Security Incident of which Business Associate becomes aware. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Security Incidents that do not result in unauthorized access, use or disclosure of PHI (including pings and other broadcast attacks on Business Associate's firewall, port scans, denial-of-service attacks or any combination of the above) for which further notice shall not be required.
- (f) **Reporting Breaches.** Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days after discovery of such Breach. Any such report shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such Breach. In addition, Business Associate agrees to provide any other available information with respect to any such Breach that is reasonably requested by Covered Entity for purposes of providing notification to affected Individuals as required under the Notification Rule, including, to the extent possible, the date of such Breach, the date of discovery of such Breach, the types of Unsecured PHI involved in such Breach and a brief description of what Business Associate is doing to investigate such Breach, to mitigate harm to affected Individuals and to protect against any such further Breaches.
- (g) **Subcontractors.** Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same or substantially similar restrictions and conditions that apply to Business Associate under this BAA with respect to such PHI.
- (h) **Governmental Audits.** Business Associate agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Covered Entity agrees to notify Business Associate in writing within ten (10) days of receiving any such request from the Secretary.
- (i) **Accounting of Disclosures.** Business Associate agrees to maintain information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures pursuant to 45 C.F.R. § 164.528. Upon written request by Covered Entity, Business Associate agrees to make available, within forty-five (45) days of receiving such written request, any such information to Covered Entity (or, at

Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.528. If Business Associate receives a request from an Individual for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such Individual, within sixty (60) days of receiving such request, the information regarding such accounting in its possession in accordance with such request and HIPAA Laws. For the avoidance of doubt, if, during the period covered by any accounting, Business Associate has made multiple disclosures to the same person or entity (including a Covered Entity) for a single purpose, Business Associate may provide Covered Entity or the Individual (as applicable) (i) the information required by 45 C.F.R. § 164.528(b)(2) for the first such disclosure, (ii) the frequency, periodicity or number of such disclosures and (iii) the date of the last such disclosure.

- (j) **Access to PHI.** Upon written request by Covered Entity, Business Associate agrees to make available, within twenty (20) days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to Covered Entity (or, at Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.524. If Business Associate receives a request from an Individual to make PHI available pursuant to 45 C.F.R. § 164.524, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such Individual, within thirty (30) days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws.
- (k) **Amending PHI.** Upon written request by Covered Entity, Business Associate agrees to amend, within forty-five (45) days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.526. If Business Associate receives a request from an Individual to amend PHI pursuant to 45 C.F.R. § 164.526, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to amend, within sixty (60) days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws; provided that, if such Individual requests that Business Associate make an amendment that Business Associate is not permitted to make pursuant to the terms of the Services Agreement, then Business Associate shall refer such Individual to the Covered Entity.
- (l) **Minimum Necessary.** When using or disclosing PHI or when requesting PHI, Business Associate agrees to make reasonable efforts to limit such PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure or request as required by 45 C.F.R. § 164.502(b). Business Associate will determine what constitutes the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with the relevant provisions of HIPAA Laws (including 45 C.F.R. § 164.514(d)) and related guidance issued by the Secretary.

- (m) To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate.

- (a) Business Associate may use or disclose PHI (i) as permitted or required by the Services Agreement provided that such use or disclosure would not violate the requirements of the Privacy Rule if done by Covered Entity or Client, on behalf of Covered Entity, (ii) as permitted or required by this BAA, (iii) as Required by Law or (iv) as otherwise directed by Covered Entity or Client, on behalf of Covered Entity.
- (b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if such disclosures are (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and 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 information has been breached.
- (d) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (e) Business Associate may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).
- (f) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations of Covered Entity.

- (a) Covered Entity or Client shall notify Business Associate of any limitation(s) in the respective notice of privacy practices that Covered Entity produces in accordance with the Privacy Rule and any changes or limitations to such notice under 45 C.F.R. § 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity or Client shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity or Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI; provided that neither Covered Entity nor Client shall agree to any such restrictions unless legally required to do so.

- (d) Covered Entity or Client shall obtain all Authorizations necessary for any use or disclosure of PHI as contemplated under the Services Agreement.
 - (e) Neither Covered Entity nor Client shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA Laws.
5. **Designated Third Parties.** In connection with the Services Agreement, Covered Entity or Client may direct Business Associate to disclose certain PHI to, or receive certain PHI from, certain third parties with whom Covered Entity or Client has a relationship (other than Business Associate's Subcontractors), including third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers, and/or data warehouse vendors, and data analytics and/or data integration vendors as applicable ("Designated Third Parties"). Covered Entity shall enter into and maintain an appropriate business associate agreement with each Designated Third Party, and any PHI disclosed by Business Associate to, or otherwise held by, any such Designated Third Party, shall be governed by the terms of such business associate agreement (or any other applicable agreement between Covered Entity or Client and such Designated Third Party). Business Associate shall not have any liability for the acts or omissions of any Designated Third Party.
6. **Term and Termination.**
- (a) **Term.** The term of this BAA shall commence as of the date first written above and shall continue until the earlier of (i) the termination of the Services Agreement in accordance with the terms thereof and (ii) the termination of this BAA for cause in accordance with the terms hereof; provided that this BAA shall terminate as to any Covered Entity upon termination of such Covered Entity by Client.
 - (b) **Termination for Cause.** Upon Covered Entity's or Business Associate's knowledge of a material breach of this BAA by the other Party, the non-breaching Party shall notify the breaching Party of such material breach. If such material breach is not cured within sixty (60) days of the breaching Party's receipt of such notice (or within such longer period as the non-breaching Party may agree), or if cure is not possible, the non-breaching Party may terminate this BAA and the related portion of the Services Agreement upon written notice to the breaching Party. If termination is not feasible, the non-breaching party may report the breach to the Secretary in accordance with 45 C.F.R. 164.504(e)(1)(ii).
 - (c) **Obligations Upon Termination.** Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI that Business Associate still maintains in any form and retain no copies of such information; provided that, if Business Associate determines that the return or destruction of any PHI is not feasible (e.g., because such PHI is necessary for its proper management and administration or to carry out its legal responsibilities), Business Associate may retain such PHI, in which case Business Associate shall continue to apply the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Business Associate maintains such PHI.
7. **Miscellaneous.**

- (a) **Entire Agreement.** This BAA is an amendment to, and shall be deemed incorporated into and a part of, the Services Agreement. Except as expressly provided in this BAA, all of the terms and provisions of the Services Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This BAA, together with the Services Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this BAA shall be brought under and subject to the terms of the Services Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.
- (b) **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA Laws. If any use or disclosure of PHI by Business Associate or Client under the Services Agreement would be invalidated by the terms and provisions of this BAA, the terms of the Services Agreement will be interpreted by substituting Covered Entity for Client (where appropriate) in order for such use or disclosure to be valid under this BAA. Unless the express context otherwise requires, the words “hereof”, “herein”, “hereunder” and words of similar import refer to this BAA as a whole and not to any particular provision of this BAA, references to a specific section refer to the sections in this BAA unless otherwise expressly provided, the words “include”, “including” and words of similar import shall be deemed to be followed by the words “without limitation” and the word “or” shall not be exclusive.
- (c) **Further Actions.** The Parties agree to take such reasonable actions as are necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA Laws.
- (d) **Survival.** The respective rights and obligations of the Parties under Section 6(c) (Obligations Upon Termination) and Section 7 (Miscellaneous) shall survive the termination of this BAA.
- (e) **Force Majeure.** Notwithstanding anything to the contrary in this BAA, Business Associate shall not be liable for, nor be deemed to be in breach of this BAA as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client or Covered Entity to comply with its obligations hereunder or under HIPAA Laws, (b) any act or omission of any Designated Third Party or other vendor or representative of Client or Covered Entity (other than Business Associate and its Subcontractors and other vendors and representatives) or (c) any act of God or other act or circumstance beyond the reasonable control of Business Associate; provided that each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.
- (f) **Representations.** Each Party hereby represents and warrants that it has all requisite power and authority to enter into this BAA and to perform all of its obligations hereunder. Client hereby represents and warrants that it has all requisite power and

authority to enter into this BAA on behalf of Covered Entity and to perform all of Covered Entity's obligations hereunder.

- (g) **Severability.** If any provision of this BAA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this BAA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.
- (h) **Amendment; Waiver.** This BAA may not be amended or otherwise modified unless such amendment or modification is set forth in writing and signed by an authorized representative of each of the Parties. No provision of this BAA may be waived unless such waiver is set forth in writing and signed by an authorized representative of the waiving Party.
- (i) **Successors and Assigns.** This BAA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this BAA.
- (j) **Counterparts.** This BAA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This BAA may be executed and delivered via electronic transmission (e.g., a facsimile or pdf file).
- (k) **Notices.** Any notice or other communication that is required to be provided to Covered Entity hereunder may be made to Client in accordance with the notice provisions set forth in the Services Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this BAA to be duly executed as of the date first written above.

Alight Solutions LLC:

Signature: _____

Name: _____

Title: _____

City of Forney on behalf of itself and each Covered Entity:

Signature: _____

Name: Anthony Carson

Title: City Manager