



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145158
PAGE 1 OF 25
DATE: 5/6/2025

SUBJECT: RFP NO. F2025088 - ANNUAL CONTRACT FOR RYAN WHITE HEALTH INSURANCE ASSISTANCE THIRD PARTY ADMINISTRATOR - HIV ADMINISTRATION AGENCY - GRANTEE PAYER SERVICES, INC.

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025088, Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator, for HIV Administration Agency (HIVAA), to Grantee Payer Services, Inc. and approve contract.

BACKGROUND

Notice of the County’s intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred fifty-three (753) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on February 6, 2025, was attended by two (2) vendors as well as representatives from HIVAA and Purchasing. Three (3) proposals and three (3) no-bids were received.

Proposals were evaluated by HIVAA and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP. All vendors were invited to provide presentations on April 3, 2025. The Evaluation Committee was then allowed to rescore.

A Best and Final Offer was then requested from the second highest scoring vendor, Grantee Payer Services Inc., which resulted in an overall price reduction of 26.5%. A best and final offer was not requested from the highest scoring vendor because their presentation revealed that their proposed solution would not adequately meet the program goals outlined in the solicitation. Furthermore, the pricing submitted appeared unreasonably low, which indicated a limited overall value to HIVAA clients.

The term of the contract is effective through February 28, 2026 with two (2) options for renewal periods of twelve (12) months each. Renewals are contingent upon performance and availability of funding. The Ryan White Treatment Extension Act Part A contract period is March 1 through February 28 of each year.

This contract for services is for the enhancement of health outcomes through the provision of premium and copay health insurance assistance to Ryan White eligible clients residing in Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise Counties.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145158 DATE: 5/6/2025 PAGE 2 OF 25

Therefore, it is the joint recommendation of HIVAA and Purchasing that RFP No. F2025088, Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator, be awarded to Grantee Payer Services, Inc.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

All associated costs will be paid from grant allocations not to exceed \$100,217.00 from the following account:

Part A Funding: Grant-2004 E0028-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A (Part A)/1132200000 HIV Subrecipients/569011 Professional Services.

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

BEST AND FINAL OFFER SCORES

AWARD

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	109	186	127
Response to Requirements	250	104	182	127
Implementation Approach	100	47	72	53
References	50	15	48	17
Price	350	350	148	187
TOTAL	1000	625	636	511

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

POST-PRESENTATION SCORES

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	109	186	127
Response to Requirements	250	104	182	127
Implementation Approach	100	47	72	53
References	50	15	48	17
Price	350	350	109	187
TOTAL	1000	625	597	511

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

INITIAL SCORES

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	154	177	146
Response to Requirements	250	150	169	141
Implementation Approach	100	59	65	54
References	50	15	48	17
Price	350	350	109	169
TOTAL	1000	728	568	527

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services



Sent VIA Email

April 9, 2025

Elaine Johnson
Senior Contracts Administrator
Tarrant County Purchasing
100 E. Weatherford Ave
Fort Worth, TX 76196

Re: Award Recommendation for RFP F2025088, Ryan White Health Insurance Assistance Third Party Administrator

Elaine:

On behalf of the Tarrant County HIV Administrative Agency, I am pleased to submit the recommendation for contract award for the Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator. Following the competitive application and review process, Grantee Payer Services, Inc. has been selected to receive funding and is recommended for contract execution.

Three responses were received and reviewed by staff from the Tarrant County Judge's Office, County Auditor's Office, and the HIV Administrative Agency. This organization was selected through an objective review process based on published criteria which demonstrated their ability to deliver high-quality services that align with program objectives and address the needs of people living with HIV in our community.

Thank you for your support in advancing this critical work. Should you have any questions, please contact me.

Sincerely,

Lisa Muttiah Digitally signed by Lisa Muttiah
Date: 2025.04.09 09:40:51 -05'00'

Lisa Muttiah
HIV Grants Manager
Tarrant County HIV Administrative Agency
lmuttiah@tarrantcountytexas.gov
817.370.4527

STATE OF TEXAS

§
§
§

CONTRACT FOR SERVICES

COUNTY OF TARRANT

1. BACKGROUND

This Contract for Services is between **Tarrant County**, a governmental entity in the State of Texas (“County”), and **Grantee Payer Services Inc. (GPS)**, a corporation duly organized and existing under the laws of the State of Louisiana, with its principal office at 8281 Goodwood Blvd. Baton Rouge, LA 70806 (“PROVIDER”).

The Commissioners Court determines that this Contract aligns with the objectives of the Ryan White HIV/AIDS Program by enhancing health outcomes through the provision of premium and copay health insurance assistance.

2. PURPOSE

The purpose of this Contract is to establish terms under which the PROVIDER will administer the Tarrant County Premium and Copay Assistance Program, providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable state and federal regulations.

3. TERM

This Contract begins on **March 1, 2025** and concludes on **February 28, 2026**. RFP F2025088 allows for two (2) additional, optional renewal periods of twelve (12) months each.

4. SCOPE OF SERVICES

Grantee Payer Services Inc. (GPS) will administer Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals (HIA), providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable local, state, and federal regulations in the Tarrant County (“COUNTY”) Transitional Grant Area (TGA) and Health Services Delivery Area (HSDA).

PROVIDER shall use these funds to provide at least one Part A service to (26) unduplicated clients and (306) units during Contract Year FY 2025 (03/01/2025–02/28/2026).

The PROVIDER agrees to perform the following services:

4.1 Premium and Copay Assistance Administration

- Establish and maintain a payer management system to track eligibility, payments, and reporting.
- Process insurance premium payments, copayments, and deductible payments on behalf of eligible clients.
- Ensure timely payments and maintain detailed transaction records.

4.2 Client Enrollment and Eligibility Management

- Create and maintain individual client profiles with demographic, financial, and insurance information.
- Verify client eligibility on a monthly basis and ensure compliance with Ryan White Program requirements.

- Conduct outreach efforts to assist clients in submitting necessary documentation.
- 4.3 **Reporting and Data Management**
- Generate detailed financial reports, including individual and aggregate expenditures, payment confirmations, and program utilization metrics.
 - Provide real-time access to Tarrant County officials and case managers through the proprietary payer management system.
 - Ensure all data is maintained in a HIPAA-compliant system with bank-grade encryption
- 4.4 **Call Center and Customer Support**
- Operate a dedicated call center to provide client support, document collection assistance, and premium payment confirmation.
 - Utilize AI-driven call monitoring to ensure quality assurance and timely responses.
- 4.5 **Copay Assistance Card Distribution**
- Issue copay assistance cards to eligible clients to facilitate direct payments to pharmacies and medical providers.
 - Provide onboarding and training for medical providers and pharmacies to accept the copay cards.
- 4.6 **Compliance with Regulatory Requirements**
- Adhere to HIPAA, ACA, and Ryan White Program guidelines in the collection, storage, and processing of client information.
 - Maintain audit-ready financial records for all transactions.

5. COST

The COUNTY will pay up to \$100,217.00 pursuant to this Contract; based on the availability of federal funding. Up to ten percent (10%) of total funding may be utilized for system integration costs. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 5.1 PROVIDER will bill for services performed under this Contract;
- 5.2 PROVIDER will bill at the following rate per one unit;
- For each premium payment processed, GPS will charge \$24.50 per individual payment per month
 - For each copayment processed, GPS will charge \$24.50 per individual payment per month
 - For each deductible payment processed, GPS will charge \$24.50 per individual payment per month
 - For each client enrollment completed, GPS will charge no fees
- 5.3 Provide Enterprise is the designated client management information system for the Tarrant County Ryan White Program that must be utilized to document client level information, services delivered, and all required data elements. PROVIDER will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. PROVIDER may utilize system integration percentage to pay for Provide Enterprise licensure fees and annual maintenance fees.

- 5.4 PROVIDER shall enter or import service delivery units into Provide Enterprise within thirty (30) business days of providing the service.
- 5.5 PROVIDER will submit complete monthly payment requests through Provide Enterprise within 22 days following the end of each month. If the 22nd falls on a weekend or holiday, the deadline for the payment request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.
- 5.6 PROVIDER will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report (RSR), as well as other service, and other required data elements throughout the Contract period.

6. COMPLIANCE

- 6.1 PROVIDER assures that it will comply with the applicable HRSA Ryan White National Monitoring Standards.
- 6.2 PROVIDER assures that it will comply with Federal, State, and Local Standards of Care.
- 6.3 PROVIDER will participate in ongoing client satisfaction and effectiveness of services, routinely share survey instrument and results with Tarrant County HIV Administrative Agency, and actively participate in TC HIVAA client satisfaction initiatives.
- 6.4 PROVIDER will attend all required meetings and trainings as specified by Tarrant County.
- 6.5 PROVIDER must make co-payments must be made directly to healthcare providers or pharmacies; no payments may be made directly to clients.
- 6.6 PROVIDER assures in its performance of this Contract that in the case of clients with income at or below 200% of the federal poverty limit (FPL) will be referred to the Texas Department of State Health Services (DSHS) Texas Insurance Assistance Program, TIAP-Plus, for premium payments and pharmacy co-pays. Provider will pay medical co-pays for TIAP-Plus clients. If client is ineligible for TIAP-Plus, vendor may provide HIA services. Clients insured through Continuation of Health Coverage (COBRA) will be referred to the DSHS TIAP program for assistance. Any exceptions to the aforementioned requirements require a waiver from the TC-HIVAA.
- 6.7 PROVIDER must educate clients regarding the reasonable expectations of eligible plan coverage, the effective dates of coverage, the limitations of healthcare coverage assistance available through HIA, and any expectation for client contribution.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

This Contract is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act.

The parties acknowledge the existence of applicable legal requirements pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). Attached to and incorporated in this Agreement as **Attachment 1** is County's standard Business Associate Agreement ("BAA"). PROVIDER acknowledges that for all purposes under the BAA and this Agreement, the County is a "Covered Entity" and PROVIDER is a "Business Associate". Furthermore, PROVIDER agrees to comply with and satisfy all the terms and conditions of the BAA applicable to a Business

Associate. Any violation of or failure to satisfy the terms and conditions of the BAA shall be a breach of this Agreement and render this Contract null and void. County will make the decision whether or not documents will be required, and the decision of County will be final. PROVIDER agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

8. RECORD-KEEPING AND AUDIT RIGHTS

The PROVIDER shall maintain all records, books, and financial documentation for a period of at least **seven (7) years** from the date of the final payment under this Contract.

The County reserves the right to conduct **audits and inspections** of financial and service records at any time upon reasonable notice.

9. CONFIDENTIALITY AND DATA SECURITY

The PROVIDER shall ensure that all **client data** remains confidential and secure.

Any data breaches must be **reported to the County within 24 hours** of discovery, along with a detailed remediation plan.

PROVIDER personnel shall undergo **annual HIPAA compliance training**.

10. SUPERVISION

COUNTY and PROVIDER agree that COUNTY has no right to supervise or to direct the performance of PROVIDER'S services. PROVIDER is responsible for all expenses incurred by PROVIDER in its performance of this Contract.

11. AGENCY-INDEPENDENT PROVIDER

PROVIDER is an independent entity. Neither the PROVIDER nor its employees and/or volunteers are agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

12. INSURANCE REQUIREMENTS

The PROVIDER shall maintain, at its own expense, the following insurance policies:

- **General Liability Insurance:** Minimum coverage of **\$1,000,000 per occurrence**.
- **Workers' Compensation Insurance:** In compliance with **state law**.

PROVIDER acknowledges that it is solely responsible for any liability for accidents involving their employees.

13. INDEMNIFICATION

PROVIDER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES, LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE PROVIDER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS AGREEMENT.

14. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this Contract without the prior written consent of the other party.

15. THIRD PARTY BENEFICIARY EXCLUDED

The parties do not enter into this Contract to protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary. The parties to this Contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

16. ENTIRE CONTRACT

In the event of any inconsistency or conflict of terms, Tarrant County RFP F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator and GPS response to RFP F2025088 shall control; followed by this Agreement." This Contract supersedes all prior representations. The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

17. GOVERNING LAW AND VENUE

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

18. TERMINATION

18.1. Termination for Convenience

Either party may terminate this Contract without cause. Such notice of termination shall be given in the following manner:

- Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- Providing in the written notice the date of termination; and
- Sending the written notice by certified mail return receipt requested to the party at its address.

18.2. Termination for Cause

The County may terminate the Contract immediately if the PROVIDER:

- Fails to perform its obligations under this Contract.
- Engages in fraudulent activities or misuses funds.
- Fails to comply with state or federal regulations governing the program.

19. ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the COUNTY is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Contract for the COUNTY'S fiscal years subsequent to that in which funds for this Contract are first allocated, the COUNTY may immediately and without penalty terminate this Contract; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

20. MISCELLANEOUS

- A. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.
- B. If any term of provisions of this Contract is held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- C. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.
- D. This Contract any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract may be amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

21. PARTIES ADDRESSES

COUNTY:
TARRANT COUNTY
2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

PROVIDER:
GRANTEE PAYER SERVICES INC.
8281 Goodwood Blvd.
Baton Rouge, LA 70806

22. LIABILITY

Notwithstanding any other provision herein this Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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

23. 1295 COMPLIANCE

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as **Attachment 2**, with the Texas Ethics Commission as required by law.

24. COMPLIANCE WITH LAWS

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.

25. MISCELLANEOUS PROVISIONS

A. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

B. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the COUNTY.

C. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the COUNTY.

D. Execution of Agreement

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same Contract. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract

as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

E. Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by PROVIDER before this Contract is effective or after it ceases to be effective are performed at the sole risk of PROVIDER with respect to compensation.

26. CONTRACT ATTACHMENTS

- a. Attachment 1: Business Associate Agreement
- b. Attachment 2: 1295 Compliance Form

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this 15th day of April, 2025.

PROVIDER

Grantee Payer Services Inc.
8281 Goodwood Blvd.
Baton Rouge, LA 70806
ATTN: Greg Town

By: 

Title: CEO

Date: 4/15/2025

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor Date: _____

STATE OF TEXAS §

§

BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement (“BA Agreement”) is between Tarrant County, Texas, (“COUNTY”), and **Grantee Payer Services Inc.** (“Business Associate”), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) promulgated thereunder, and 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 the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY (“Business Relationship”).

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

1. Definitions

“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 COUNTY.

“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 **Grantee Payer Services Inc.**

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate’s assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

- 3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,
 - (a) would not violate the Privacy Rule if done by COUNTY;
 - (b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;
 - (c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);
 - (d) is in compliance with the HITECH Act and its implementing regulations;
- 3.2 use or disclose Protected Health Information as required by law;
- 3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- 3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

- 3.5 Business Associate agrees to use and disclose confidential information only in the following manner:

In accordance with Annual Contract for Marketing Services, RFP No. F2024026

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

- 4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;
- 4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;
- 4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

- 4.4** to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.
- 4.5** to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;
- 4.6** to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- 4.7** to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;
- 4.8** to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- 4.9** to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;
- 4.10** to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;

- 4.11** to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;
- 4.12** to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- 4.13** to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY);
- 4.14** to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;
- 4.15** to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;
- 4.16** to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;
- 4.17** if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,
- (a)** to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,
- (b)** if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

- 5.1 provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;
- 5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- 5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

8.1 Term. This agreement will begin on **March 01 , 2025** and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

8.2 Termination for Cause. COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

8.3 Effect of Termination. Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY, or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid.

A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:

Grantee Payer Services Inc.
8281 Goodwood Blvd.
Baton Rouge, LA 70806
Attn: Robert Wyckoff

If to Covered Entity:

Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

9.7 Assignments. Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

9.8 Independent Contractor. This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between them evidencing their Business Relationship.

9.9 Governing Law and Venue. This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

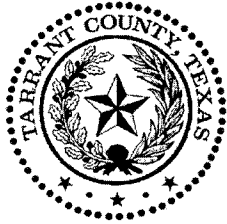
9.10 Third Party Interpretation. This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. This agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

9.11 Form 1295 Compliance. The **Grantee Payer Services Inc.** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

9.12 Required Attachments. This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11.

COUNTY shall be responsible to include Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form1295:

- Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025088, Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator - HIV Administration Agency - Grantee Payer Services, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145158
PAGE 1 OF 25
DATE: 5/6/2025

SUBJECT: RFP NO. F2025088 - ANNUAL CONTRACT FOR RYAN WHITE HEALTH INSURANCE ASSISTANCE THIRD PARTY ADMINISTRATOR - HIV ADMINISTRATION AGENCY - GRANTEE PAYER SERVICES, INC.

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025088, Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator, for HIV Administration Agency (HIVAA), to Grantee Payer Services, Inc. and approve contract.

BACKGROUND

Notice of the County’s intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred fifty-three (753) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on February 6, 2025, was attended by two (2) vendors as well as representatives from HIVAA and Purchasing. Three (3) proposals and three (3) no-bids were received.

Proposals were evaluated by HIVAA and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP. All vendors were invited to provide presentations on April 3, 2025. The Evaluation Committee was then allowed to rescore.

A Best and Final Offer was then requested from the second highest scoring vendor, Grantee Payer Services Inc., which resulted in an overall price reduction of 26.5%. A best and final offer was not requested from the highest scoring vendor because their presentation revealed that their proposed solution would not adequately meet the program goals outlined in the solicitation. Furthermore, the pricing submitted appeared unreasonably low, which indicated a limited overall value to HIVAA clients.

The term of the contract is effective through February 28, 2026 with two (2) options for renewal periods of twelve (12) months each. Renewals are contingent upon performance and availability of funding. The Ryan White Treatment Extension Act Part A contract period is March 1 through February 28 of each year.

This contract for services is for the enhancement of health outcomes through the provision of premium and copay health insurance assistance to Ryan White eligible clients residing in Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise Counties.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145158 DATE: 5/6/2025 PAGE 2 OF 25

Therefore, it is the joint recommendation of HIVAA and Purchasing that RFP No. F2025088, Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator, be awarded to Grantee Payer Services, Inc.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

All associated costs will be paid from grant allocations not to exceed \$100,217.00 from the following account:

Part A Funding: Grant-2004 E0028-2026 Health Resources and Services Administration Ryan White Treatment Extension Act Part A (Part A)/1132200000 HIV Subrecipients/569011 Professional Services.

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

BEST AND FINAL OFFER SCORES

AWARD

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	109	186	127
Response to Requirements	250	104	182	127
Implementation Approach	100	47	72	53
References	50	15	48	17
Price	350	350	148	187
TOTAL	1000	625	636	511

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

POST-PRESENTATION SCORES

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	109	186	127
Response to Requirements	250	104	182	127
Implementation Approach	100	47	72	53
References	50	15	48	17
Price	350	350	109	187
TOTAL	1000	625	597	511

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services

RFP No. F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator

INITIAL SCORES

Evaluation Criteria	Max Point Value	American Exchange AE Insurance, LLC Chattanooga, TN HUB - No	Grantee Payer Services Inc. Baton Rouge, LA HUB - No CO-OP - Yes	ScriptGuide Rx Grosse Pointe Park, MI HUB - Yes
Qualifications and Experience	250	154	177	146
Response to Requirements	250	150	169	141
Implementation Approach	100	59	65	54
References	50	15	48	17
Price	350	350	109	169
TOTAL	1000	728	568	527

No-Bids: Medco Supply Company (Performance Health Supply LLC); Ameda, Inc.; Texas Pipeline Services



Sent VIA Email

April 9, 2025

Elaine Johnson
Senior Contracts Administrator
Tarrant County Purchasing
100 E. Weatherford Ave
Fort Worth, TX 76196

Re: Award Recommendation for RFP F2025088, Ryan White Health Insurance Assistance Third Party Administrator

Elaine:

On behalf of the Tarrant County HIV Administrative Agency, I am pleased to submit the recommendation for contract award for the Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator. Following the competitive application and review process, Grantee Payer Services, Inc. has been selected to receive funding and is recommended for contract execution.

Three responses were received and reviewed by staff from the Tarrant County Judge's Office, County Auditor's Office, and the HIV Administrative Agency. This organization was selected through an objective review process based on published criteria which demonstrated their ability to deliver high-quality services that align with program objectives and address the needs of people living with HIV in our community.

Thank you for your support in advancing this critical work. Should you have any questions, please contact me.

Sincerely,

Lisa Muttiah Digitally signed by Lisa Muttiah
Date: 2025.04.09 09:40:51 -05'00'

Lisa Muttiah
HIV Grants Manager
Tarrant County HIV Administrative Agency
lmuttiah@tarrantcountytexas.gov
817.370.4527

STATE OF TEXAS

§
§
§

CONTRACT FOR SERVICES

COUNTY OF TARRANT

1. BACKGROUND

This Contract for Services is between **Tarrant County**, a governmental entity in the State of Texas ("County"), and **Grantee Payer Services Inc. (GPS)**, a corporation duly organized and existing under the laws of the State of Louisiana, with its principal office at 8281 Goodwood Blvd. Baton Rouge, LA 70806 ("PROVIDER").

The Commissioners Court determines that this Contract aligns with the objectives of the Ryan White HIV/AIDS Program by enhancing health outcomes through the provision of premium and copay health insurance assistance.

2. PURPOSE

The purpose of this Contract is to establish terms under which the PROVIDER will administer the Tarrant County Premium and Copay Assistance Program, providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable state and federal regulations.

3. TERM

This Contract begins on **March 1, 2025** and concludes on **February 28, 2026**. RFP F2025088 allows for two (2) additional, optional renewal periods of twelve (12) months each.

4. SCOPE OF SERVICES

Grantee Payer Services Inc. (GPS) will administer Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals (HIA), providing premium and copay assistance to eligible clients in accordance with the Ryan White HIV/AIDS Program and any applicable local, state, and federal regulations in the Tarrant County ("COUNTY") Transitional Grant Area (TGA) and Health Services Delivery Area (HSDA).

PROVIDER shall use these funds to provide at least one Part A service to (26) unduplicated clients and (306) units during Contract Year FY 2025 (03/01/2025–02/28/2026).

The PROVIDER agrees to perform the following services:

4.1 Premium and Copay Assistance Administration

- Establish and maintain a payer management system to track eligibility, payments, and reporting.
- Process insurance premium payments, copayments, and deductible payments on behalf of eligible clients.
- Ensure timely payments and maintain detailed transaction records.

4.2 Client Enrollment and Eligibility Management

- Create and maintain individual client profiles with demographic, financial, and insurance information.
- Verify client eligibility on a monthly basis and ensure compliance with Ryan White Program requirements.

- Conduct outreach efforts to assist clients in submitting necessary documentation.
- 4.3 **Reporting and Data Management**
- Generate detailed financial reports, including individual and aggregate expenditures, payment confirmations, and program utilization metrics.
 - Provide real-time access to Tarrant County officials and case managers through the proprietary payer management system.
 - Ensure all data is maintained in a HIPAA-compliant system with bank-grade encryption
- 4.4 **Call Center and Customer Support**
- Operate a dedicated call center to provide client support, document collection assistance, and premium payment confirmation.
 - Utilize AI-driven call monitoring to ensure quality assurance and timely responses.
- 4.5 **Copay Assistance Card Distribution**
- Issue copay assistance cards to eligible clients to facilitate direct payments to pharmacies and medical providers.
 - Provide onboarding and training for medical providers and pharmacies to accept the copay cards.
- 4.6 **Compliance with Regulatory Requirements**
- Adhere to HIPAA, ACA, and Ryan White Program guidelines in the collection, storage, and processing of client information.
 - Maintain audit-ready financial records for all transactions.

5. COST

The COUNTY will pay up to **\$100,217.00** pursuant to this Contract; based on the availability of federal funding. Up to ten percent (10%) of total funding may be utilized for system integration costs. COUNTY will pay within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

- 5.1 PROVIDER will bill for services performed under this Contract;
- 5.2 PROVIDER will bill at the following rate per one unit;
- For each premium payment processed, GPS will charge \$24.50 per individual payment per month
 - For each copayment processed, GPS will charge \$24.50 per individual payment per month
 - For each deductible payment processed, GPS will charge \$24.50 per individual payment per month
 - For each client enrollment completed, GPS will charge no fees
- 5.3 Provide Enterprise is the designated client management information system for the Tarrant County Ryan White Program that must be utilized to document client level information, services delivered, and all required data elements. PROVIDER will be required to pay for the Provide Enterprise Licensures for new users and annual maintenance fees per licensee. PROVIDER may utilize system integration percentage to pay for Provide Enterprise licensure fees and annual maintenance fees.

- 5.4 PROVIDER shall enter or import service delivery units into Provide Enterprise within thirty (30) business days of providing the service.
- 5.5 PROVIDER will submit complete monthly payment requests through Provide Enterprise within 22 days following the end of each month. If the 22nd falls on a weekend or holiday, the deadline for the payment request is extended to no later than 5:00 pm Central Time the first weekday immediately following the weekend or holiday.
- 5.6 PROVIDER will collect, update, maintain and report all data consistent for reporting in the annual Ryan White Services Report (RSR), as well as other service, and other required data elements throughout the Contract period.

6. COMPLIANCE

- 6.1 PROVIDER assures that it will comply with the applicable HRSA Ryan White National Monitoring Standards.
- 6.2 PROVIDER assures that it will comply with Federal, State, and Local Standards of Care.
- 6.3 PROVIDER will participate in ongoing client satisfaction and effectiveness of services, routinely share survey instrument and results with Tarrant County HIV Administrative Agency, and actively participate in TC HIVAA client satisfaction initiatives.
- 6.4 PROVIDER will attend all required meetings and trainings as specified by Tarrant County.
- 6.5 PROVIDER must make co-payments must be made directly to healthcare providers or pharmacies; no payments may be made directly to clients.
- 6.6 PROVIDER assures in its performance of this Contract that in the case of clients with income at or below 200% of the federal poverty limit (FPL) will be referred to the Texas Department of State Health Services (DSHS) Texas Insurance Assistance Program, TIAP-Plus, for premium payments and pharmacy co-pays. Provider will pay medical co-pays for TIAP-Plus clients. If client is ineligible for TIAP-Plus, vendor may provide HIA services. Clients insured through Continuation of Health Coverage (COBRA) will be referred to the DSHS TIAP program for assistance. Any exceptions to the aforementioned requirements require a waiver from the TC-HIVAA.
- 6.7 PROVIDER must educate clients regarding the reasonable expectations of eligible plan coverage, the effective dates of coverage, the limitations of healthcare coverage assistance available through HIA, and any expectation for client contribution.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

This Contract is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act.

The parties acknowledge the existence of applicable legal requirements pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). Attached to and incorporated in this Agreement as **Attachment 1** is County's standard Business Associate Agreement ("BAA"). PROVIDER acknowledges that for all purposes under the BAA and this Agreement, the County is a "Covered Entity" and PROVIDER is a "Business Associate". Furthermore, PROVIDER agrees to comply with and satisfy all the terms and conditions of the BAA applicable to a Business

13. INDEMNIFICATION

PROVIDER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES OF AND FROM ANY AND ALL DAMAGES, LIABILITY, COSTS, OR OTHER LOSS WHICH MAY BE INCURRED AS A RESULT OF THE FAILURE OF THE PROVIDER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS PARAGRAPH OR ANY OTHER TERMS IN THIS AGREEMENT.

14. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this Contract without the prior written consent of the other party.

15. THIRD PARTY BENEFICIARY EXCLUDED

The parties do not enter into this Contract to protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary. The parties to this Contract do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

16. ENTIRE CONTRACT

In the event of any inconsistency or conflict of terms, Tarrant County RFP F2025088 Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator and GPS response to RFP F2025088 shall control; followed by this Agreement." This Contract supersedes all prior representations. The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

17. GOVERNING LAW AND VENUE

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

18. TERMINATION

18.1. Termination for Convenience

Either party may terminate this Contract without cause. Such notice of termination shall be given in the following manner:

- Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- Providing in the written notice the date of termination; and
- Sending the written notice by certified mail return receipt requested to the party at its address.

18.2. Termination for Cause

The County may terminate the Contract immediately if the PROVIDER:

- Fails to perform its obligations under this Contract.
- Engages in fraudulent activities or misuses funds.
- Fails to comply with state or federal regulations governing the program.

19. ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the COUNTY is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Contract for the COUNTY'S fiscal years subsequent to that in which funds for this Contract are first allocated, the COUNTY may immediately and without penalty terminate this Contract; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

20. MISCELLANEOUS

- A. Upon mutual Contract, the parties to this Contract may submit in good faith to a non-binding mediation before filing a suit for damages.
- B. If any term of provisions of this Contract is held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- C. Any waiver by a party of any breach of any provision contained herein or any breach thereof shall not constitute a waiver of any other provision or any other further subsequent breach hereof.
- D. This Contract any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire Contract between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and Contracts, whether oral, written, pertaining thereto. This Contract may be amended or modified only by a writing duly executed by both parties and any amendment or modification is subject to the approval of the Tarrant County Commissioner's Court.

21. PARTIES ADDRESSES

COUNTY:
TARRANT COUNTY
2300 Circle Drive, Suite 2306
Fort Worth, Texas 76119

PROVIDER:
GRANTEE PAYER SERVICES INC.
8281 Goodwood Blvd.
Baton Rouge, LA 70806

22. LIABILITY

Notwithstanding any other provision herein this Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract 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

23. 1295 COMPLIANCE

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as **Attachment 2**, with the Texas Ethics Commission as required by law.

24. COMPLIANCE WITH LAWS

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.

25. MISCELLANEOUS PROVISIONS

A. Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

B. No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the COUNTY.

C. Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the COUNTY.

D. Execution of Agreement

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same Contract. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract

as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

E. Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by PROVIDER before this Contract is effective or after it ceases to be effective are performed at the sole risk of PROVIDER with respect to compensation.

26. CONTRACT ATTACHMENTS

- a. Attachment 1: Business Associate Agreement
- b. Attachment 2: 1295 Compliance Form

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth below.

SIGNED AND EXECUTED this 15th day of April, 2025.

PROVIDER

Grantee Payer Services Inc.
8281 Goodwood Blvd.
Baton Rouge, LA 70806
ATTN: Greg Town

By: 

Title: CEO

Date: 4/15/2025

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ 100,217.00

 Date: 5-2-25
Auditor

STATE OF TEXAS §

§

BUSINESS ASSOCIATE AGREEMENT

COUNTY OF TARRANT §

This Business Associate Agreement ("BA Agreement") is between Tarrant County, Texas, ("COUNTY"), and **Grantee Payer Services Inc.** ("Business Associate"), for the purpose of complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Standards for Security of Electronic Protected Health Information (the "Security Rule") promulgated thereunder, and 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 the regulations implementing the HITECH Act and other applicable law with regard to the provision of services to Tarrant County.

Business Associate and COUNTY are engaged in a business relationship whereby Business Associate provides certain services to COUNTY ("Business Relationship").

As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of COUNTY that involves the use and/or disclosure of Protected Health Information (as defined in 45 CFR § 164.501).

1. Definitions

"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 COUNTY.

"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 **Grantee Payer Services Inc.**

Terms used but not otherwise defined in the BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule.

2. Purpose

Business Associate has a legal and ethical responsibility to safeguard the privacy of individuals and protect the confidentiality of their health information. Business Associate may hear things that relate to Protected Health Information or read or see computer or paper files containing confidential or Protected Health Information, even though Business Associate may not be directly involved in providing services. Business Associate may create documents containing Protected Health Information if directed to do so by COUNTY. Because Business Associate may have contact with Protected Health Information, COUNTY requests that Business Associate agrees to the following as a condition of Business Associate's assignment.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may:

- 3.1 use and/or disclose Protected Health Information to perform functions, activities, or services for or on behalf of COUNTY, provided that such use and/or disclosure,
 - (a) would not violate the Privacy Rule if done by COUNTY;
 - (b) is reasonably limited to the minimum necessary information to accomplish the intended purpose of the use or disclosure;
 - (c) is in compliance with each applicable requirement of 45 CFR § 164.504(e);
 - (d) is in compliance with the HITECH Act and its implementing regulations;
- 3.2 use or disclose Protected Health Information as required by law;
- 3.3 use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- 3.4 use Protected Health Information to provide Data Aggregation services relating to the health care operations of COUNTY.

All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

- 3.5 Business Associate agrees to use and disclose confidential information only in the following manner:

In accordance with Annual Contract for Marketing Services, RFP No. F2024026

4. Responsibilities of Business Associate

With regard to the use and/or disclosure of Protected Health Information, Business Associate agrees:

- 4.1 not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required by Law;
- 4.2 to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;
- 4.3 to protect any Protected Health Information taken off-site from COUNTY from disclosure to others, and to return all Protected Health Information in any form to COUNTY or destroy such Protected Health Information in a manner that renders it unreadable and unusable by anyone else, if COUNTY agrees to the destruction;

- 4.4** to comply with the Security Rule provisions set forth in 45 CFR Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 CFR § 164.306), Administrative Safeguards (45 CFR § 164.308), Physical Safeguards (45 CFR § 164.310), Technical Safeguards (45 CFR § 164.312), Organizational Requirements (45 CFR § 164.314) and Policies and Documentation (45 CFR § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information Business Associate creates, receives, maintains, or transmits on behalf of COUNTY.
- 4.5** to report to COUNTY any Security Incident of which it becomes aware within 2 business days, and to report any potential Breach of Unsecured Protected Health Information within 2 business days of discovery. Any such report shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during any such Security Incident or potential Breach. Any such report shall also include all other information known to Business Associate at the time of the report (such as the type of Protected Health Information involved in the event, the nature of the information, etc.) or promptly thereafter as such other information becomes available;
- 4.6** to notify COUNTY in writing within 2 business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;
- 4.7** to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement, or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to COUNTY in advance and authorized by COUNTY, all at the sole cost and expense of Business Associate;
- 4.8** to work cooperatively with COUNTY in connection with COUNTY's investigation of any potential Breach and in connection with any notices COUNTY determines are required as a result, and to refrain from giving any notice itself unless COUNTY expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;
- 4.9** to ensure that all agents and/or subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;
- 4.10** to provide access (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524 and to notify COUNTY of any requests for access it receives from an individual within 2 business days of receipt;

- 4.11** to make any amendment(s) (at the request of, and in the time and manner designated by COUNTY) to Protected Health Information in a Designated Record Set that COUNTY directs pursuant to 45 CFR § 164.526 and to notify COUNTY of any amendment requests it receives from an individual within 2 business days of receipt;
- 4.12** to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528;
- 4.13** to provide to COUNTY, in a time and manner designated by COUNTY, information collected in accordance with 4.12 of this BA Agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to COUNTY);
- 4.14** to the extent Business Associate is to carry out an obligation of COUNTY under the Privacy Rule provisions set forth at 45 CFR Part 164, Subpart E (any such obligation to be carried out only when so directed by COUNTY pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to COUNTY in the performance of such obligation;
- 4.15** to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of COUNTY available to COUNTY;
- 4.16** to cooperate with any investigation by the Secretary of Health and Human Services, or his agent, or an oversight agency, in a time and manner designated by COUNTY or the Secretary, for purposes of determining if COUNTY or Business Associate is in compliance with the Privacy Rule;
- 4.17** if Business Associate is aware of a pattern of activity or practice by COUNTY that constitutes a material breach or violation of COUNTY's obligations under this BA Agreement,
- (a)** to give written notice of such pattern or practice to COUNTY within 2 business days of its discovery and to take reasonable steps to cure the breach or end the violation,
- (b)** if Business Associate determines that such steps appear to have been unsuccessful, to give COUNTY written notice of such determination and to report the problem to the Secretary and provide COUNTY with a copy of any such report at least 2 business days in advance of its submission to the Secretary.

5. Responsibilities of COUNTY with Respect to Protected Health Information

If deemed applicable by COUNTY, COUNTY shall:

- 5.1 provide Business Associate with the notice of privacy practices that COUNTY produces in accordance with 45 CFR §164.520 as well as any changes to such notice;
- 5.2 provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- 5.3 notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR § 164.522.

6. Sanctions

Business Associate understands that violation of this agreement may result in sanctions, including, but not limited to, termination of the ability to perform services on behalf of COUNTY.

7. Disclosures Required by Law

Nothing in this agreement prevents Business Associate from making a disclosure of Protected Health Information, if required by law to make such a disclosure.

8. Term and Termination

8.1 Term. This agreement will begin on **March 01 , 2025** and will terminate when all of the Protected Health Information provided by COUNTY to Business Associate or created or received by Business Associate on behalf of COUNTY is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with 8.3 below, or at termination of the Business Relationship between COUNTY and Business Associate.

8.2 Termination for Cause. COUNTY may immediately terminate the Business Relationship and/or this BA Agreement if COUNTY determines that Business Associate has breached a material term of this BA Agreement.

8.3 Effect of Termination. Upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate agrees to return or destroy all Protected Health Information received from COUNTY, or created or received by Business Associate on behalf of COUNTY. If permitted by COUNTY, Protected Health Information shall be destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, shall not affect Business Associate's ongoing obligation to safeguard the confidentiality of Protected Health Information and to return or destroy any such information in Business Associate's possession.

This Section 8.3 shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for as long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

9.1 INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE UNDERLYING AGREEMENT(S), AT BUSINESS ASSOCIATE'S EXPENSE, BUSINESS ASSOCIATE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COVERED ENTITY AND COVERED ENTITY'S EMPLOYEES (THE "INDEMNITEES") AGAINST ALL DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES OF ATTORNEYS AND EXPERTS) AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY MATERIAL BREACH OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS OR OTHER MEMBERS OF BUSINESS ASSOCIATE'S WORKFORCE. BUSINESS ASSOCIATE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

COUNTY MAY EMPLOY ATTORNEYS SELECTED BY IT TO DEFEND ANY SUCH ACTION, THE COSTS AND EXPENSES OF WHICH WILL REMAIN THE RESPONSIBILITY OF BUSINESS ASSOCIATE. COUNTY WILL PROVIDE BUSINESS ASSOCIATE WITH TIMELY NOTICE OF THE EXISTENCE OF SUCH PROCEEDINGS AND SUCH INFORMATION, DOCUMENTS AND OTHER COOPERATION AS REASONABLY NECESSARY TO ASSIST BUSINESS ASSOCIATE IN ESTABLISHING A DEFENSE TO SUCH ACTION.

THESE INDEMNITIES SURVIVE TERMINATION OF THIS BA AGREEMENT, AND COUNTY RESERVES THE RIGHT, AT ITS OPTION AND EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUIT OR PROCEEDING THROUGH COUNSEL OF ITS OWN CHOOSING.

9.2 Survival. The respective rights and obligations of Business Associate survive the termination of the Business Relationship and/or this BA Agreement.

9.3 Notices. Any notices pertaining to this BA Agreement must be given in writing and will be deemed duly given when personally delivered to a Party or a Party's authorized representative, as listed below, or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid.

A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Associate:
Grantee Payer Services Inc.
8281 Goodwood Blvd.
Baton Rouge, LA 70806
Attn: Robert Wyckoff

If to Covered Entity:
Tarrant County
2300 Circle Drive, Suite 2306
Fort Worth, TX 76119
Attn: HIV Administrative Agency Manager

9.4 Amendments. This BA Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow COUNTY to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations.

9.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule.

9.6 Third Parties. Nothing in this BA Agreement is intended, not shall be deemed, to confer any benefits on any third party.

9.7 Assignments. Neither Party may assign its rights or obligations under this BA Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

9.8 Independent Contractor. This BA Agreement does not create any relationship between the Parties other than that of independent parties contracting with each other for the sole purpose of effecting the provisions of this BA Agreement and any other agreements between them evidencing their Business Relationship.

9.9 Governing Law and Venue. This BA Agreement will be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this BA Agreement will be the Fort Worth Division of the Northern District of Texas, if the lawsuit arises in Federal Court, or Tarrant County, Texas, if the matter arises in State Court.

9.10 Third Party Interpretation. This agreement shall not be interpreted to inure to the benefit of a third party not a party to this contract. 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 to any Party to this contract, Party's agent, or Party's employee, otherwise provided by law.

9.11 Form 1295 Compliance. The **Grantee Payer Services Inc.** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

9.12 Required Attachments. This BA Agreement will be considered incomplete without the submission of the completed Form 1295 as referenced in section 9.11.


COUNTY shall be responsible to include Form 1295, attached as Exhibit A, to this BA Agreement prior to Business Associate review and execution. For the purposes of this BA Agreement, the following statement applies in regard to Form 1295:

- Exhibit A is a required component of this BA Agreement. Form 1295 is attached and must be completed prior to approval of this BA Agreement by COUNTY.
- The Parties involved in this BA Agreement are governmental entities and are not required by the Texas Ethics Commission to complete their Form 1295.

RFP No. F2025088 - Annual Contract for Ryan White Health Insurance Assistance Third Party Administrator - HIV Administration Agency - Grantee Payer Services, Inc.

SIGNED AND EXECUTED this 6 day of May, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
5/13/2025