Business Associate Agreement

This Business Associate Agreement (the "Agreement") is entered into by and between **Clay County** ("**Plan Sponsor**"), on behalf of the employee benefit plans set forth on Addendum A of this Agreement (collectively, the "**Plan**") and Higginbotham Insurance Agency, Inc. ("**Business Associate**") (together referred to as the "Parties") effective **December 1, 2026**.

WHEREAS, the Plan sponsored by Plan Sponsor is a group health plan as defined in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "Privacy Regulations") and Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (the "Security Regulations") (together, the "Privacy and Security Regulations") adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate and Plan Sponsor entered into an agreement ("Underlying Agreement") whereby Business Associate will perform services on behalf of the Plan; and

WHEREAS, the Parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information ("PHI") by Business Associate in performance of its obligations in compliance with the Privacy and Security Regulations (as amended to incorporate Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Public Law 111-005 (42 U.S.C.A. Section 17921 et seq., subchapter III, Privacy) ("HITECH")).

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Definitions**. Where not defined herein, capitalized terms shall have the meanings given to them in the Privacy and Security Regulations, which are incorporated herein by reference.

2. **Use and Disclosure of Protected Health Information.** The Plan Sponsor and Business Associate hereby agree to comply with the privacy and security requirements of HIPAA, as set forth in the Privacy and Security Regulations. Business Associate shall use and/or disclose PHI only to the extent necessary in furtherance of Business Associate's obligations and duties under the Underlying Agreement with the Plan Sponsor and as authorized or permitted by the Privacy and Security Regulations and this Agreement, subject to the following:

    (a) Business Associate shall disclose PHI to other business associates of the Plan to the extent necessary for purposes of the Plan's Payment and Health Care Operations, provided such other business associates have business associate agreements in place with the Plan Sponsor (or the Plan) as required by the Privacy Regulations (and a copy of the applicable provisions of such other business associate agreements will be provided to Business Associate upon request).

    (b) Business Associate shall disclose PHI to the Plan Sponsor to the extent necessary for the Plan Sponsor's administration activities that constitute Payment or Health Care Operations, provided the Plan document has been amended as required by the Privacy Regulations (and a copy of the applicable provisions of the Plan document will be provided to Business Associate upon request).

(c) Business Associate may disclose Summary Health Information to the Plan Sponsor for the purpose of (i) obtaining bids for health or stop loss insurance for the Plan, or (ii) modifying, amending or terminating the Plan.

(d) Business Associate may not Use or Disclose PHI in a manner that would violate the Privacy or Security Regulations if done by the Plan, except as set forth in Section 4 and 5.

3. **Prohibition on Unauthorized Use or Disclosure of PHI.** Business Associate shall not use or disclose any PHI received from or on behalf of the Plan, except as permitted or required by the Underlying Agreement, this Agreement, the Privacy and Security Regulations, and as required by law. Business Associate shall comply with the applicable provisions of: (a) the Privacy and Security Regulations; (b) state laws, rules and regulations applicable to individually-identifiable health information not preempted by federal law; and (c) the Plan's health information privacy policies and procedures. To the extent Business Associate is required under this Agreement or the Underlying Agreement to carry out an obligation of the Plan under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to the Plan in the performance of such obligations.

4. **Business Associate's Operations.** Business Associate may use PHI it creates for or receives from the Plan, in its capacity as a Business Associate, to the extent necessary for Business Associate's proper management and administration. Business Associate may disclose PHI for the proper management and administration of Business Associate but only if:

    a. The disclosure is required by law; or

    b. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

        i. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

        ii. Notify Business Associate (who shall in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached as soon as possible.

5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to the Plan's Health Care Operations.

6. **PHI Safeguards.** Business Associate has adopted and will enforce policies and procedures to reasonably ensure compliance with the Privacy and Security Regulations, including but not limited to requiring workforce members and subcontractors to report immediately to Business Associate any Use and/or Disclosure of PHI that is not permitted by this Agreement, including a Breach of Unsecured PHI or any Security Incident. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI relating to the Plan.

7. **Electronic Health Information Security and Integrity.** Business Associate represents and warrants that it is compliant with all applicable requirements of the Security Regulations. Business Associate further represents and warrants that it has fully developed and implemented, and maintains and uses appropriate administrative, technical and physical security measures consistent with and in compliance with the Security Regulations to preserve the integrity, confidentiality and availability of all electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan. Business Associate shall document and keep its security measures current in accordance with the Security Regulations.

8. **Protection of Exchanged Information in Electronic Transactions**. If Business Associate conducts any Standard Transaction for or on behalf of the Plan, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of the Privacy and Security Regulations.

9. **Subcontractors and Agents.** Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI on behalf of the Plan to agree to written contractual provisions that impose obligations at least as stringent as are imposed on Business Associate by this Agreement. Business Associate shall maintain a list of all subcontractors and agents to which it provides the Plan's PHI, and it will provide the list to the Plan upon request.

10. **Access to PHI.** Within fifteen (15) business days after receiving a written request from the Plan, Business Associate shall provide access to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual to meet the requirements under Title 45, Section 164.524 of the CFR or applicable state law.

11. **Amending and Restricting PHI.** Within fifteen (15) business days after receiving a written request from the Plan, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to Title 45, Section 164.526 of the CFR . Within fifteen (15) business days after receiving a written request by the Plan for any other restriction(s) on the Disclosure of PHI, Business Associate shall as soon as practicable implement such restriction(s).

12. **Accounting for Disclosures of PHI.**

    a. Business Associate shall document all disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR.

    b. Within fifteen (15) business days after receiving a written request from the Plan, Business Associate agrees to provide the Plan information collected in accordance with Section 12(a) above, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR. Business Associate shall provide the accounting directly to an Individual upon request by the Plan.

13. **Access to Books and Records.** Within fifteen (15) business days after receiving a written request by the Plan for such information, or such shorter period as required by the Secretary, Business Associate shall make its internal practices, books and records relating

to the use and disclosure of PHI received from or on behalf of the Plan available to the Plan and to HHS or its designee for the purpose of determining the Plan's compliance with the Privacy Regulations.

14. **Event Reporting and Documentation.**

a. Definition. For purposes of this Agreement, "Event" shall mean any use or disclosure of PHI not permitted (1) under the Privacy Regulations, including events that rise to the level of a Breach, (2) under this Agreement or (3) by law, or that is a Security Incident.

b. Event Reporting. Business Associate shall provide written notice as soon as practicable to the Plan's Privacy Official (contact information listed below) of any Event of which it has reasonable suspicion or discovers. This notice shall identify a contact person with whom the Plan may correspond regarding the Event. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to the Plan of the ongoing existence and occurrence of unsuccessful Security Incidents for which notice to the Plan by Business Associate shall be required only upon request of the Plan, which shall not be more often than once in a 12-month period.

c. Business Associate shall document all Breaches of Unsecured PHI that are discovered by Business Associate as would be required for the Plan to report Breaches to the Secretary in accordance with 45 C.F.R. §164.408(c).

d. Within sixty (60) days from the date of discovery, Business Associate shall provide the Plan a written report identifying or describing: (i) the affected Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (ii) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) the types of Unsecured PHI involved in the Breach; (v) any specific steps the affected Individual should take to protect him or herself from potential harm related to the Breach; (vi) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (vii) contact procedures for how the affected Individual can obtain further information from the Business Associate; (viii) a recommended plan of notifications to affected Individuals, HHS and/or the media, as may be appropriate or required by law; and (ix) such other information as reasonably requested by the Plan's Privacy Official.

e. Business Associate shall conduct the risk assessment to determine whether a Breach occurred and inform the Plan of its assessment. If in the opinion of the Plan the incident qualifies as a Breach, the Business Associate shall carry out the appropriate notification responsibilities, after receiving the Plan's approval of the Business Associate's plan of proposed notifications and the specific content of such notifications.

Plan Privacy Official:	Judge Mike Campbell
	County Judge
	214 N Main, Henrietta, TX 76365
Higginbotham Privacy Official:	Higginbotham Insurance Agency, Inc.
	Attn: Privacy Official
	500 West 13th Street
	Fort Worth, Texas 76102

15. **Sale of PHI.** Neither the Plan nor the Business Associate shall receive direct or indirect payment in exchange for any PHI relating to the Plan or its Individuals in such a way as to violate HIPAA, except as permitted under the Privacy Regulations, including 45 CFR Part 164.

16. **Marketing.** Business Associate shall not receive direct or indirect payment for marketing communications which include PHI relating to the Plan or its Individuals without authorization from the affected Individuals, unless such communication is permitted under the Privacy Regulations, including 45 CFR Part 164.

17. **Restrictions on Uses, Disclosures and Requests.**

    a. Business Associate will limit all uses, disclosures and requests of PHI, including electronic PHI, to the Limited Data Set to the extent possible or, if that is not sufficient, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, to the extent required by the Privacy Regulations. Business Associate shall maintain a written policy delineating the standards it will use in determining the minimum necessary information for its uses and disclosures of PHI in accordance with standards set forth in the Privacy Regulations.

    b. Upon the request of an Individual, Business Associate will not disclose such Individual's PHI for purposes of Payment or Health Care Operations if the Individual paid in full out of pocket for the health care item or service to which the PHI relates, in accordance with 45 CFR section 164.522.

18. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

19. **Termination for Cause**. As required by the Privacy Regulations, if the Plan or Business Associate ("Non-Breaching Party") becomes aware that the other party to this Agreement has engaged in a material breach ("Breaching Party"), then the Non-Breaching Party shall:

    a. Provide an opportunity for the Breaching Party to cure the breach. If the Breaching Party does not cure the breach or end the violation within thirty (30) days of notice from the Non-Breaching Party, then the Non-Breaching

Party shall have the right to terminate this Agreement and the Underlying Agreement, if termination is feasible.

b. Immediately terminate this Agreement and the Underlying Agreement if cure is not possible and if termination is feasible.

c. If neither termination nor cure is feasible, Business Associate may report the violation to the Secretary.

20. **Return or Destruction of Health Information.**

a. Except as provided in Section 20(b) below, and subject to any record retention provisions of the Underlying Agreement, upon termination, cancellation, expiration or other conclusion of this Agreement and the Underlying Agreement, Business Associate shall return to the Plan or destroy all PHI created or received by Business Associate on behalf of the Plan. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

b. In the event that the Business Associate determines, in its discretion, that returning or destroying the PHI is infeasible, Business Associate shall retain the PHI, extend the protections of this Agreement to such PHI and maintain the confidentiality of all such PHI, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section 20(b) shall survive termination of this Agreement and the Underlying Agreement.

21. **Obligations of Plan Sponsor.**

a. The Plan Sponsor shall provide Business Associate a copy of the Plan's Notice of Privacy Practices.

b. The Plan Sponsor shall notify Business Associate of any restriction to the use or disclosure of PHI that the Plan has agreed to (and any revocation of such a restriction), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

c. The Plan Sponsor shall notify Business Associate of any change in, or revocation of, permission by and Individual to use or disclose PHI, to the extent that such change or revocation may affect Business Associate's use or disclosure of PHI.

d. The Plan Sponsor shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by the Plan, except as permitted in Sections 4 and 5 above.

22. **Automatic Amendment.** Upon the effective date of any amendment to the Privacy and Security Regulations or any applicable regulations thereunder with respect to PHI that mandates a change to the obligations of the Parties under this Agreement, the Agreement

shall automatically be deemed to be amended to incorporate such amendment to the Privacy and Security Regulations and applicable regulations so that Business Associate and the Plan remain in compliance with the Privacy and Security Regulations and applicable regulations.

23. **Hold Harmless**. Business Associate shall indemnify and hold Plan Sponsor and its affiliates, employees, directors, trustees and agents harmless from and against all obligations, liabilities, penalties, taxes, costs, damages, losses or expenses (including reasonable attorneys' fees) of any sort which may be imposed on or incurred by the Plan Sponsor or the Plan in connection with, or arising out of, a Breach by Business Associate or any of its subcontractors or the performance or breach of Business Associate's, or any of its subcontractors' responsibilities and obligations under the Privacy and Security Regulations or this Agreement.

    Plan Sponsor shall indemnify and hold Business Associate and its affiliates, employees, directors, trustees and agents harmless from and against all obligations, liabilities, penalties, taxes, costs, damages, losses or expenses (including reasonable attorneys' fees) of any sort which may be imposed on or incurred by the Business Associate in connection with, or arising out of, a Breach by the Plan or the Plan Sponsor or any of its subcontractors, or the performance or breach of the Plan's or the Plan Sponsor 's, or any of their subcontractors', responsibilities and obligations under the Privacy and Security Regulations or this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

25. **Independent Contractor**. The Parties are and shall remain independent contractors throughout the term of this Agreement. Nothing in this Agreement or otherwise shall be construed to constitute Business Associate and the Plan Sponsor as partners, joint ventures, agents or anything other than independent contractors.

26. **Facsimile Signature.** Signature pages may be transmitted by facsimile, e-mail or other electronic means. Upon delivery via facsimile, e-mail or other electronic means, a signature shall be deemed an original and shall be admissible in evidence.

27. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas (without regard to conflict of laws principles), except to the extent such laws are preempted by applicable federal law. Any claim, dispute, controversy or other matter arising under or related to this Agreement shall be subject to the sole and exclusive jurisdiction of the federal and state courts located in Tarrant County, Texas, and all Parties hereto waive any claims of inconvenience or lack of personal jurisdiction with respect to such courts.

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

29. **Regulatory Reference.** A reference in this Agreement to a section in the Privacy and Security Regulations or to a section of the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

30. **Survival.** The respective rights and obligations of the Parties under Sections 20 and 23 of this Agreement shall survive the termination of this Agreement.

31. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the Privacy and the Security Regulations. When a section of the Agreement calls for Business Associate to respond to a request from the Plan in conjunction with a regulation specifically cited in the section, Business Associate may rely on the Plan's request as verification by the Plan that the request is made in compliance with the regulation. Business Associate is not responsible for confirming that the Plan's request is made in compliance with the specific regulation.

32. **Final Agreement**. This Agreement supersedes all prior Business Associate Agreements between the parties with respect to the Underlying Agreement.

33. **Effect on Services Agreement.** Except as relates to the Use, Disclosure and security of PHI and electronic PHI, or as otherwise expressly provided in this Agreement, or under applicable law, the rights and obligations of the Parties under the Underlying Agreement shall not be changed or limited by this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf, effective as of **12/01/2026.**

Clay County	Higginbotham Insurance Agency, Inc.
SIGNATURE	SIGNATURE
By:	By:
Its: County Judge	Its: Employee Benefits Producer

Addendum A
Employee Benefit Plans

- Group Medical
- Group Dental
- Group Vision
- Group Life Insurance
- Medical Expense Reimbursement Plan (MERP)