

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

S&A Chtata Enterprises, LLC DBA Overt Stop Loss
Helotes, TX United States

Certificate Number:
2025-1317590

Date Filed:
05/30/2025

Date Acknowledged:
5/30/2025

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

Brazoria County

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

C# 25-65
Stop Loss Consulting

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Stephanie Chtata, and my date of birth is 11/20/1972.

My address is 11844 Bandera Rd #519, Helotes, TX, 78023, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 30th day of May, 20 25.
(month) (year)

Stephanie Chtata

Signature of authorized agent of contracting business entity
(Declarant)

CONSULTING SERVICE AGREEMENT

This Consulting Service Agreement (“Agreement”) is entered into as of June 1, 2025 (the “Effective Date”), by and between S&A Chtata Enterprises, LLC DBA Overt Stop Loss (“consultant”) located at 11844 Bandera Rd #519, Helotes, Texas 78023; and Brazoria County (the “client”) whose principal offices are located at 237 East Locust ST. #203, Angleton, Texas 77515.

WHEREAS the Client wishes to enter a consulting relationship with Overt Stop Loss, independent contractor, on the terms and conditions set forth in this Agreement, and Overt Stop Loss is willing to accept such a consulting relationship.

NOW THEREFORE, for and in consideration of the provisions and conditions set forth in this Agreement, the client and consultant agree as follows:

I. Consulting Agreement Term

This Consulting Agreement shall commence and be effective on June 1, 2025, and shall remain in effect for an initial term of one (1) year(s) ending May 31, 2026. Following the initial term, this Agreement shall automatically renew (“Renewal Term”) for successive four (4) one-year terms (“Renewal Term”) unless either party provides at least thirty (30) day’s prior written notice of its intent to not renew this Agreement prior to the end of the Initial Term or the then current Renewal Term. This agreement may be renewed when agreed upon by both parties. This agreement is subject to the *Fees* described herein.

II. Termination

Either party may terminate this Consulting and Analytics Agreement with or without cause earlier than the end date, by giving the other party at least thirty (30) days written notice of its intent to terminate this Agreement. In the event such termination is effective during the consulting or analytics Period, Client shall be responsible to consultant for any services and fees provided and performed prior to the date of termination.

III. Services

Overt Stop Loss will provide consulting services as fully described in Exhibit A (“Scope of Services”). Exhibit A is attached to and made a part of this Agreement. Overt Stop Loss will perform other services (Additional Services”) as the client and consultant mutually agreed upon, in writing.

IV. Fees

Subject to any changes, as may be mutually agreed by the parties, a consultant is being engaged on a monthly fee basis. The monthly fee is \$4,166 per month. Consultant fee is guaranteed for One (1) year (“Initial Term”) and Four (4) one-year terms (“Renewal Term”). Overt Stop Loss has the right to change the consulting fee starting after the “(Renewal Terms”) have expired.

V. Monthly Statements, Payment Terms and Communication

Statements for fees due will be emailed monthly unless otherwise advised. The Statements are due and payable upon receipt. Any invoice that is not paid within 30 days of its date will be considered past due. Past due billings will accrue interest at the rate of 1.5% per month (18% per annum) until paid.

VI. Future Services

This agreement will also apply to services rendered for such future matters that we mutually agree will be handled by Overt Stop Loss, provided that the engagement in each such future matter is evidenced by a confirming letter setting forth the scope of such future services. If future services are substantially different from those to which this agreement applies, and/or there are any proposed material changes in fee or expense terms, either party may request that a new consulting agreement be executed, or that an amendment to this agreement be entered into by the parties.

VII. Review, Acknowledgement, and Execution Prior to Commencement of Scope of Services.

If this letter correctly sets forth your understanding of the scope of services by Overt Stop Loss to the client, and if the terms are satisfactory, we ask that you please execute a copy of this agreement and return to us. If the scope of services described is incorrect or if the terms of the agreement set forth in this letter are not satisfactory for you, please let us know so that we can discuss either aspect.

VIII. Performance and Scope

A) Reliance. In terms of the performance of its duties, a consultant may rely upon and will have no obligation to independently verify the accuracy, completeness, or authenticity of any written instructions or information provided to Overt Stop Loss by the Client or its designated representatives and reasonably believed by Overt Stop Loss to be genuine and authorized by the Client.

B) No Practice of Law. The client hereby specifically states and understands that consultant is not an attorney and does not provide legal advice. The consultant will not be obligated to perform, and the client will not request the performance of any services which may constitute unauthorized practice of law. The client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of consultant under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the client has foreign operations, any applicable foreign laws and regulations.

C) Advisory Capacity. The client acknowledges and understands that the services are limited to an advisory capacity only and represent the opinion(s) and suggestion(s) of Overt Stop Loss. Notwithstanding the Services being provided by consultant, services shall not be construed, in any way, shape or form, as decisions on the part, or in behalf, of client. The client hereby specifically states and agrees that all decisions related to client's business, operations, personal affairs and all other matters discussed between client and consultant, are deemed to have been made and shall be made by client in its sole and absolute discretion. Notwithstanding the above, failure to agree with and/or implement the suggestion(s) of consultant shall not be deemed cause for non-payment of services.

D) Subcontractors. Consultant will not be using any subcontractors for the scope of services being provided in this consultancy agreement.

E) Conflict of Interest. Consultant engagement under this agreement will not prevent consultant from taking similar engagements with other clients who may be competitors of the client. The consultant will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in conflict with the client's best interest.

IX. Confidentiality

A) Client Information. Consultant recognizes that certain confidential information may be furnished by the client to consultant in connection with its services pursuant to this Agreement ("Confidential Information"). The consultant agrees that it will disclose Confidential Information only to those who, in consultant's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of a consultant prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than because of a breach of this Agreement by consultant, or (iii) is or can be independently acquired or developed by consultant without violating any of its obligations under this Agreement. However, disclosure by consultant of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

B) HIPAA Privacy. Consultant and the client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the client, as a representative of the health plans and consultant, will enter into a separate Business Associate Agreement.

C) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

X. Limitation of Liability

A) Limitation of Liability. Excluding client's indemnification obligations under Section VI. A) above, in no event will either party be liable to the other party for any incidental damage, consequential damage, special damage, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise. If either party shall be liable to the other party for any matter arising from this agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party), the amount of damages recoverable against the liable party with respect to any breach, performance, nonperformance, act or omission hereunder will not exceed one million dollars (\$1,000,000). This provision fully applies permitted by applicable law.

XI. Method of Delivering Notices

Any notices, requests and other communications pursuant to this Agreement shall be made via e-mail. Notice shall be effective upon receipt. Each party has designated the following individual at the following e-mail address to receive notice, requests or communication:

BRAZORIA COUNTY	OVERT STOP LOSS
Attention: Holly Fox	Attention: Stephanie Chtata
Phone: (979) 864-1797	Phone: 210-845-5053
Email: hollyf@brazoriacountytx.gov	Email: schtata@overtstoploss.com

Either party, by e-mail request, may change the e-mail address to which notices to such party sent.

XII. Miscellaneous

A) Severability. Any clause, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

B) Agreements, Exhibits and Amendments. This Agreement including all Exhibits and Amendments constitutes the entire agreement between client and consultant. All Exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended by written agreement and executed by both client and consultant.

C) Applicable Law. This Agreement will be construed, and in accordance with the laws of the State of Texas. All services performed by the consultant shall always follow all applicable federal, state, and local laws, ordinances, and regulations.

Consulting and Education

D) Agreement Binding on Successors. This Agreement and all covenants, benefits, privileges, and benefits hereunder, shall be binding upon and shall inure to the benefit of parties hereto and their successors and assigns.



E) Execution of Multiple Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

F) Survival of Provisions. Sections VI(a), VII and VIII will survive the termination of this Agreement.

G) Mediation of Disputes: In the event of any dispute under this Agreement as to any matter, term, provision, right or covenant herein contained, the meaning of any term or provision, the breach of or default under any provision or covenant of this Agreement, and/or the enforcement of and under any provisions, rights or covenants of this Agreement, the parties agree to attempt to resolve such dispute and conflict by mediation within forty-five (45) days after written notice thereof is given by a party to the other party utilizing a third party neutral agreed upon by the parties or if no agreement is reached as to such third party neutral then such neutral shall be appointed by a District Judge sitting in Brazoria County, Texas, upon any party's motion or request. The mediation shall be held in Brazoria County, Texas.

H) Force Majeure: If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government or the courts of the United States or the State of Texas, or any Civil or military authority insurrection or on account of any other causes not reasonably within the control of the party claiming such inability.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

BRAZORIA COUNTY (CLIENT)	OVERT STOP LOSS (CONSULTANT)
By: 	By: 
Printed Name: L. M. "Matt" Sebesta Jr.	Printed Name: Stephanie Chtata
Title: Brazoria County Judge	Title: President
Date: June 2, 2025	Date: 5/30/2025

SCOPE OF SERVICES

Exhibit A

The consultant will provide the following services, as mutually agreed by the client and consultant in writing. Scope of Services are subject to changes as mutually agreed upon by both parties. All Scope of Services identified below are initial and additional services could be identified as the transition timeline progresses.

CONSULTING SERVICES *(The timing and frequency for the services described below may be altered when mutually agreed to by client and consultant.)*

I. FORECASTING AND MODELING:

- a. Medical & Rx Claim Forecasting: Estimate future claim costs based on historical trends, seasonality, and known risk factors to stop loss (e.g., high-cost claimants, new treatments).
- b. Trend Adjustments: Apply inflation (trend factors) to prior year claims to forecast future stop loss expected costs
- c. Adjustments for Plan Design Changes: Project stop loss impact of benefit design or network changes on future claim costs
- d. Large Claim Forecasting: Model potential high-cost claims and likelihood of breaching specific deductibles.
- e. Laser Impact Modeling: Project claim impact of current or potential lasers on future stop loss coverage needs.
- f. Shock Claim Scenarios: Run "what if" scenarios based on catastrophic or known ongoing conditions.
- g. Expected vs. Attachment Point Projections: Calculate monthly expected claims and monitor against aggregate attachment points.
- h. Cumulative Claims Projections: Forecast year-to-date run-out against the aggregate stop loss threshold.
- i. Specific Reimbursement Forecast: Estimate reimbursements based on known and projected large claims. Project timing and amounts of stop loss reimbursements
- j. Underwriting Expectation Projections: Forecast potential renewal rate changes based on current loss ratio, large claimants, lasers, and market trends.
- k. Alternate Deductible Modeling: Show projected premiums and reimbursements under varying specific deductible levels.
- l. Total Cost of Risk Projections: Help project total cost of risk including fixed costs (stop loss premium) and variable costs (claims, admin fees).
- m. Peer Group Comparisons: Projected outcomes versus similar sized groups or industry standards.
- n. Carrier Performance Projections: Estimate how alternative carriers or contract terms might impact projected costs and reimbursements.
- o. Analyze data from data analytics platform per client request and as data is downloaded from carriers monthly.

B. Claims Review & Monitoring

- a. Analyze large claims activity and ongoing high claimant reports.
- b. Track new large claimants and evaluate impact on specific/deductible thresholds.
- c. Monitor claim lag reports for abnormal patterns or delays.
- d. Validate claims against policy provisions and exclusions.

- C. Specific & Aggregate Tracking
 - a. Update specific claim reimbursement tracking logs.
 - b. Review aggregate claims vs. expected attachment point (cumulative).
 - c. Identify any trend towards aggregate breach and notify client.
- D. Contract Performance Evaluation
 - a. Assess stop loss reimbursements for accuracy and timeliness.
 - b. Compare paid vs. expected outcomes to evaluate carrier performance.
 - c. Flag any discrepancies or processing issues with stop loss carriers.
- E. Lasering & Renewal Risk Evaluation
 - a. Identify potential laser candidates for upcoming renewals.
 - b. Estimate renewal underwriting exposure based on current claimants.
 - c. Begin early positioning strategy for groups with heavy risk.
- F. Reporting & Communication
 - a. Prepare and distribute monthly stop loss snapshot reports to clients.
 - b. Summarize claim activity, projected risks, and key stop loss metrics.
 - c. Communicate any red flags, reimbursement delays, or strategic concerns.
- G. Data Analytics Coordination
 - a. Work with TPA, PBM, and carriers to ensure accurate data feeds.
 - b. Validate eligibility files and claim extracts used for reporting.
 - c. Confirm completeness and consistency of data for reporting accuracy.
- H. Market Pulse & Benchmarking
 - a. Track carrier updates, market trends, and pricing shifts.
 - b. Benchmark current case performance vs. industry norms.
 - c. Stay updated on new stop loss product features or services.
- I. Strategic Planning Support
 - a. Support and collaborate with brokers/clients with proactive renewal forecasting.
 - b. Recommend risk mitigation strategies (e.g., case management, predictive analytics, lasers, carve out programs).
 - c. Begin outlining renewal options and alternative carrier considerations.

II. RENEWAL MARKETING SUPPORT:

- a. Identify the advantages and disadvantages of renewing as is, or making changes
- b. Provide estimated increase or decrease reflecting the financial impact of potential plan changes
- c. Negotiate and coordinate renewal with current carrier, or
- d. Develop strategy and timeline starting from preparation and initiation of the RFP, through selection of the new vendor/carrier, to the effective date of the new plan year
- e. Support custom RFP process based on client need
- f. Develop RFP and gather all reporting necessary to obtain a thorough stop loss market analysis from all stop loss carriers
- g. Develop and submit to local newspapers the legal notice for the Stop Loss RFP which is billable to the client, if applicable.
- h. Release RFP and/or work with the purchasing department to release to stop loss carriers and any vendors that request the RFP as a result from the public bid.
- i. Address questions or requests for additional information during the RFP process
- j. Provide a detailed comparison of vendor initial responses to the RFP
- k. Facilitate the best and final phase of the selection process with respondents
- l. Ensure that vendor responses meet minimum bid requirements and highlight areas of value-added benefits, or any other variations in coverages or costs
- m. When required, coordinate finalist interviews and questions to support the final

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this **1st day of June, 2025** between **Brazoria County** (the “Covered Entity”), and **S&A Chtata Enterprises, LLC DBA Overt Stop Loss** (“Business Associate”). The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended.

I. Definitions

(a) Business Associate. “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 S&A Chtata Enterprises, LLC DBA Overt Stop Loss.

(b) Covered Entity. “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 **Brazoria County**.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, Subparts A, C, and E and any other applicable provision of HIPAA, and any amendments thereto, including HITECH (below). Core health care activities of “Treatment,” “Payment,” and “Health Care Operations” are defined in the Privacy Rule at 45 CFR 164.501.

(d) HITECH. The term “*HITECH*” means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(e) HIPAA Omnibus Rule. The term “*HIPAA Omnibus Rule*” means the provisions set out in the Federal Register on January 25, 2013, entitled “*Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.*” These provisions are set out under 45 CFR §§ 160 and 164. The provisions represent the Final Rules and modifications to the HIPAA Privacy, Security, and Enforcement rules, as mandated by HITECH.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA and the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. Obligations and Activities of Business Associate

Business Associate agrees to:

1. not use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law;
2. use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. to report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of protected health information as required by the HIPAA Rules, and any security incident of which it becomes aware. The report shall include the name of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach. Such reports shall be submitted within sixty (60) days of the discovery of the breach as required by HIPAA rules. The report shall contain such other information as Business Associate believes is required for Covered Entity to further investigate.
4. to ensure that any subcontractor, which creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate on behalf of Covered Entity agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
5. to provide access, at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
6. to make any Amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall, at Covered Entity's request, provide Covered Entity with a copy of any Protected Health Information so amended;
7. to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
8. to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request for an accounting, other than from Covered Entity, and shall at Covered Entity's request, provide Covered Entity with a copy of the accounting so provided;

III. Permitted or Required Uses and Disclosures by Business Associate

1. General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement or in other written agreements between the parties, provided that such use or disclosure of Protected Health Information would not violate the HIPAA or the HIPAA Rules or the provisions of the HITECH Act, if done by Covered Entity.
2. Additional use and disclosure.
 - (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (b) Business Associate may use or disclose protected health information as required by law
 - (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Case Management and/or Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e).
 - (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1). As required law, if Business Associate becomes aware of a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under these terms, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable.
 - (e) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

IV. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

1. Covered Entity shall provide Business Associate with any limitation(s) in its notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

V. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless Business Associate must disclose Protected Health Information to perform its services and the Covered Entity will have previous knowledge of such disclosure. In addition, if required to perform its services for Covered Entity, Business Associate may use Protected Health Information for the data aggregation or management and administrative activities of the Business Associate.

VI. Term and Termination

1. *The Term:* The term of this Agreement shall be effective as of the date the Consulting Service Agreement between the Covered Entity and Business Associate is executed and shall terminate when the Consulting Service Agreement is terminated or on the date Covered Entity or Business Associate terminates for cause as authorized by paragraph 2 of this section, whichever is sooner.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary. Termination for cause shall also include bankruptcy or insolvency on the part of the Business Associate.
3. *Effect of Termination.* The parties mutually agree that it is essential for certain Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. Upon termination of this Agreement, for any reason, Business Associate shall:

- a. retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b. destroy, return or transmit to another Business Associate at the direction of Covered Entity, all Protected Health Information received or maintained by Business Associate;
- c. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Agreement, for as long as Business Associate retains the Protected Health Information;
- d. not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
- e. destroy or return to Covered Entity the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VII. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
 - a. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for BA and SBA to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act, and its corresponding regulations.
3. *Survival.* The respective rights and obligations of Business Associate under Sections VI and VII of this Agreement shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
5. *No Third Party Beneficiary.* Nothing expressed or implied in this Agreement is intended to confer,

nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

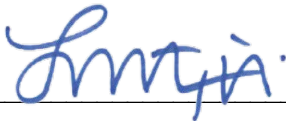
6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Texas to the extent not preempted by the HIPAA Rules or other applicable federal law.
7. *Waiver.* Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
8. *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be construed and enforced, to the extent practicable and legal, as if it had been more narrowly drawn so as not to be illegal, invalid or unenforceable, and the remainder of this Agreement shall remain in force.
9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
10. *Notice.* Any notice to be given hereunder to a party shall be made via registered or certified mail, postage prepaid, return receipt requested, by facsimile, by e-mail, or express courier to such party's address as indicated below. Notice shall be effective upon receipt. Each party has designated the following individual at the following address to receive notice:

Covered Entity:
Brazoria County, Texas
Holly Fox
(979) 864-1797
hollyf@brazoriacountytexas.gov

Business Associate:
S&A Chtata Enterprises, LLC DBA Overt Stop Loss
Attn: Stephanie Chtata
11844 Bandera Rd #519
Helotes, TX 78023
210-845-5053
schtata@overtstoploss.com

Any changes in the person or address of the person designated to receive notices on behalf of the parties shall be promptly communicated to the other party.

COVERED ENTITY

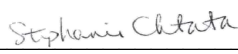
By: 

Printed Name: L. M. "Matt" Sebesta Jr.

Title: Brazoria County Judge

Date: June 2, 2025

BUSINESS ASSOCIATE

By: 

Printed Name: Stephanie Chtata

Title: President

Date: 5/30/25

- decision-making process
- n. Facilitate decision process by coordinating close collaboration and discussions with the appropriate team members
- o. Provide coverage summary recommendations and/or presentation to Commissioners Court.
- p. Support amendments to the plan
- q. Coordinate all communications with appropriate team members and the stop loss carrier
- r. Coordinate with administrators on stop loss priority claimants which have contingencies to be sure they are cleared as identified.

III. POLICY IMPLEMENTATION:

- a. Facilitate coverage binding process.
- b. Support implementation of the new/renewed policies.
- c. Review Plan Document vs. stop loss carrier policy to identify any coverage gaps
- d. Negotiate policy language as necessary to match plan.
- e. Facilitate all TPA/carrier approvals and network analysis with carriers.
- f. Coordinate invoices with accounting and stop loss carrier for monthly premiums.
- g. Audit binding documents and stop loss policy prior to release.
- h. Coordinate all communications with appropriate team members for system set up and reporting parameters for new stop loss renewal contract terms.


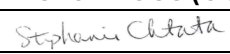
IV. STOP LOSS EXPERTISE CONSULTING AND EDUCATION:

- a. Provide stop Loss education to internal and external sources
- b. Provide consulting on all Stop Loss matters
- c. Identify technical solutions, workflow process improvements, and any other opportunities that add administrative ease to the stop loss processes.

V. STOP LOSS MONTHLY REPORTING AND CLAIM FILING SERVICES

- a. Working with the various GA, TPA, ASO and PBM vendors to make sure claims, notifications and reporting is performed according to stop loss policy guidelines.
- b. Perform stop loss audits of the specific and aggregate monthly reporting.
- c. Collaborate with GA, TPA, ASO and PBM vendors to appeal against any stop loss claim amounts, as needed.
- d. Facilitate aggregate filings and audits with vendors, group, and administrators if an aggregate claim should be filed.

IN WITNESS WHEREOF, the parties hereto have agreed to the Scope of Services identified above in Exhibit A as related to this consulting agreement.

BRAZORIA COUNTY (CLIENT)	OVERT STOP LOSS (CONSULTANT)
By: 	By: 
Printed Name: L. M. "Matt" Sebesta Jr.	Printed Name: Stephanie Chtata
Title: Brazoria County Judge	Title: President
Date: June 2, 2025	Date: 5/30/2025