



Paige McInnis
Harris County Purchasing Agent

March 27, 2025

Commissioners Court
Harris County, Texas

RE: Job No. 240083

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Dental Preferred Provider Organization (PPO) and Dental Health Maintenance Organization (DHMO) Insurance for Harris County and the Harris County Flood Control District

Vendor(s): Cigna Health and Life Insurance Company

Amount: \$13,400,000 previously approved funds for the term 01/01/2025 - 12/31/2025
0 additional funds for the term 01/01/2025 - 12/31/2025
\$13,400,000

Reviewed By: • Harris County Purchasing • Human Resources and Talent

The First Amendment adds Exhibit E; Data Sharing Authorization Agreement to the Controlling Addendum with no increase in the total contract amount.

Sincerely,

Paige McInnis

Paige McInnis
Purchasing Agent

CTD
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 10, 2025



**FIRST AMENDMENT TO THE CONTROLLING ADDENDUM TO ASO AGREEMENT
BETWEEN HARRIS COUNTY, HARRIS COUNTY FLOOD CONTROL DISTRICT,
AND CIGNA HEALTH AND LIFE INSURANCE COMPANY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Controlling Addendum to the ASO Agreement is made and entered into by and between Harris County (the “County”), acting through Human Resources (the “Department”), the Harris County Flood Control District (the “District”), and Cigna Health and Life Insurance Company (“Contractor”). The County and the District are collectively the “County.” The County and the Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

On December 10, 2024, the Parties entered into a Controlling Addendum to ASO Agreement (the “Addendum”) for Dental Preferred Provider Organization (PPO) and Dental Health Maintenance Organization (DHMO) Insurance to employees, retirees, and dependents (the “Services”) in accordance with RFP Job No. 24/0083.

The Parties desire to amend the Addendum for the first time (the “First Amendment”) to add an exhibit to the Addendum.

Terms

I.

This First Amendment shall be governed by the Addendum, which is incorporated herein by reference as though fully set forth word for word.

II.

Contractor’s Data Sharing Authorization Agreement (“Data Sharing Agreement”) shall be added to the Addendum as Exhibit E. The Data Sharing Agreement is attached hereto as Exhibit E. The Department’s designated representative is authorized to sign the Data Sharing Agreement. The Data Sharing Agreement’s terms, including any indemnity obligations, are subject to the negotiated terms of the Controlling Addendum executed by the Parties.

III.

All other terms and provisions of the Addendum shall remain in full force and effect as originally written.

IV.

It is expressly understood and agreed that the Addendum is incorporated herein by reference.

V.

Execution. Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

CIGNA HEALTH AND LIFE
INSURANCE COMPANY

HARRIS COUNTY AND HARRIS COUNTY
FLOOD CONTROL DISTRICT

By: Timothy L. Vessel

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: T. Scott Petty
T. Scott Petty
Senior Assistant County Attorney
C.A. File 25GEN0569

Exhibit E

Data Sharing Authorization Agreement

(follows behind)



DATA SHARING AUTHORIZATION AGREEMENT

THIS AGREEMENT, effective as of the most recently dated signature below, is between Cigna Health and Life Insurance Company ("Cigna") and Harris County and Harris County Flood Control District ("Employer").

WHEREAS, Cigna furnishes claim administration services to Employer with respect to Employer's self-funded employee benefit plan (the "Plan") under the terms of an Administrative Service Only Agreement ("ASO Agreement"); and

WHEREAS, Employer has requested that Cigna periodically furnish its standard third party stop loss reporting package (the "Confidential Information"), related to claims paid by the Plan and the processing services provided by Stop Loss Carrier under the Stop Loss Policy provided to Employer.

WHEREAS, unless specified in writing, the Confidential Information will be sent to Employer's confirmed Stop Loss Carrier. Employer may request, in writing, that the Confidential Information be sent to another third party representative ("Designated Representative"). For the avoidance of doubt, the parties hereby agree Confidential Information will not be sent to both; and

WHEREAS, Cigna is willing to make the Confidential Information available to Stop Loss Carrier or to Designated Representative, in accordance with the request of Employer, conditioned upon: (1) Employer's provision of proper assurances, including assurances of protection against claims or liability arising out of Cigna release of the Confidential Information to Stop Loss Carrier, or if applicable to their Designated Representative; and (2) Stop Loss Carrier, or if applicable, their Designated Representative also executing a Confidentiality Agreement with Cigna.

NOW, THEREFORE, in light of the foregoing and in partial consideration to Cigna for providing the Confidential Information, Cigna and Employer agree as follows:

1. The recitals are hereby incorporated into the Agreement by this reference.
2. Cigna agrees to release the Confidential Information to Employer's Stop Loss Carrier, or if applicable, to the Employer's Designated Representative. Consistent with the Employer's ASO Agreement, the release of Confidential Information shall be limited to what is contained in Cigna's standard third party reporting package and will not include clinical notes, case management notes or prognosis information. Cigna makes no warranty, express or implied, with regard to the content of the Confidential Information provided hereunder and does not guarantee its accuracy or completeness. Absent gross negligence on the part of Cigna in preparing the Confidential Information, Cigna will not be liable for any damages arising directly or indirectly from the use of (or failure to use), reliance upon or provision of Confidential Information even if Cigna has been advised that such damages may arise.
3. Employer agrees that all Confidential Information regarding persons covered under the Plan and obtained from Cigna shall be used or disclosed only: (i) for purposes of making eligibility and payment determinations under the Stop Loss Policy; (ii) as may otherwise be necessary in connection with administering the Stop Loss Policy; or (iii) as required by law.
4. No Audit Right Created. Employer understands and acknowledges that the Employer's right to audit Cigna's claims administration is governed by the audit provision of the Administrative Services Agreement entered into between Cigna and the Employer. Consequently, Cigna shall not be obligated to answer questions regarding pricing, adjudication of claims, or to produce records beyond the paid claims data reports as a result of the transfer of Confidential Information by Cigna to the Stop Loss Carrier, or if applicable, to their Designated Representative, pursuant to this Agreement.
5. Employer agrees to cause Stop Loss Carrier, or if applicable, their Designated Representative, to take all necessary precautions to ensure that all Confidential Information regarding persons covered under the Plan

and obtained from Cigna is disclosed only to those persons who need to know such information for a purpose described in paragraph 3 above.

6. Employer acknowledges that claim payment and coverage determinations as made by Cigna under the Plan may differ from claim payment and coverage determinations as made by the Stop Loss Carrier, or if applicable, by their Designated Representative, under the Stop Loss Policy. Employer agrees that Cigna is not responsible for reviewing, monitoring, or complying with any disclosure or underwriting requirements which may be part of or related to the Stop Loss coverage agreement between Employer and Stop Loss Carrier, or if applicable, between Employer and their Designated Representative. Employer is solely responsible for ensuring that all underwriting and other coverage requirements are performed.
7. Employer agrees to indemnify and hold Cigna, its affiliates and their directors, officers and employees harmless from and against any and all claims, suits, expenses (including reasonable attorneys' fees and court costs), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise) arising directly or indirectly from: (i) Cigna's provision of the Confidential Information to Stop Loss Carrier, or if applicable, to their Designated Representative, their officers, directors or employees; (ii) the use of the Confidential Information by the Stop Loss Carrier, or if applicable, by their Designated Representative, their officers, directors or employees; or (iii) Cigna's declination to provide additional information requested by Stop Loss Carrier, or if applicable, by their Designated Representative. This provision shall not apply to the extent that such claims, suits, expenses (including reasonable attorneys' fees and court costs), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise) arise directly from Cigna sending the Confidential Information to an unauthorized party.
8. In the event litigation is instituted against Cigna concerning any matter under this Agreement, each party shall have sole authority to select legal counsel of its choice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in duplicate by their duly authorized officers.

Dated at _____

HARRIS COUNTY AND HARRIS
COUNTY FLOOD CONTROL DISTRICT

This _____ day of _____, 20__

By _____

Print Name _____
Its Duly Authorized

Dated at Bloomfield, CT

CIGNA HEALTH AND LIFE
INSURANCE COMPANY

This _____ day of _____, 20__

By _____

Jordan Good
Its Duly Authorized

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2025 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE
CONTROLLING ADDENDUM TO ASO AGREEMENT BETWEEN HARRIS COUNTY,
HARRIS COUNTY FLOOD CONTROL DISTRICT, AND
CIGNA HEALTH AND LIFE INSURANCE COMPANY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | <u>Yes</u> | <u>No</u> | <u>Abstain</u> |
|--------------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Briones | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County the First Amendment to The Controlling Addendum to ASO Agreement between Harris County, Harris County Flood Control District, and Cigna Health And Life Insurance Company; to add a Data Sharing Authorization Agreement as an exhibit; said First Amendment being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.