

**City of Denton
Contract # 6223**

**Professional Health Services –
Transparency Solutions**

EXHIBIT 3**PROGRAM SERVICES AGREEMENT**

This Program Services Agreement ("Agreement") is made and entered into effective as of _____, (the "Effective Date") by and between City of Denton, Texas, a Texas Municipal Corporation, with its principal office located at 215 East McKinney Street, Denton, Denton County, Texas ("Company"), acting on behalf of itself and its employee benefit plan known as the Medical Plan (the "Plan" and, together with the Company, shall be collectively referred to as the "Client"), and Life Account, LLC d/b/a Compass Professional Health Services ("Compass"), a limited liability company, with its principal office at 3102 Oak Lawn Ave., Suite 215, Dallas, Texas 75219. Compass and Client will hereinafter collectively be referred to as "the Parties" and referred to individually each as a "Party."

WHEREAS, Company is a participating employer in the Plan, and provides health insurance and certain other benefits to Company's employees ("Beneficiaries") by and through Plan; and

WHEREAS, the parties wish to engage in an arrangement whereby Compass makes available its services to Beneficiaries for negotiated compensation; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein this exclusive Agreement, the parties hereto agree as follows:

1. Consumer Consulting Services. Compass shall make available to Client professional and consulting services as defined in this Agreement. The services initially intended to be included by Compass include general Beneficiary information (employees and family members), coordination of care, instruction regarding benefits available, consulting regarding healthcare benefits and available providers, consulting regarding cost efficiencies, medical record collection and charting, and provider bill review. Specific services to be provided by Compass shall be listed on Exhibit A attached hereto. Compass shall agree to the service level agreements listed in Exhibit B.
2. Client Obligations. Client shall help ensure the program is a success.

Compass has identified specific Client actions that can result in Beneficiary activation (engagement with Compass tools and resources), and the Client agrees to the following actions:

- 2.1 Client shall make available to Compass access to Client's up-to-date plan and benefit documents (including the Plan Summary Description) and up-to-date Beneficiary census information by the contract start and renewal dates.
- 2.2 Client shall support a comprehensive communications campaign including communications to Beneficiaries that are at least monthly.
- 2.3 Client shall have employees complete Compass enrollment through the Get Connected process and shall achieve and maintain a minimum enrollment of 50% during the first nine (9) months of the initial term and all subsequent terms or Client will provide email addresses for all Compass plan members and allow the Compass Health Pro to send those members a monthly communication.

EXHIBIT 3

2.4 Client agrees to permit Compass to reference Company name and logo according to Company marketing guidelines and for legitimate business purposes including, but not limited to, Compass website and collateral materials. Client agrees to consider requests for (a) serving as a reference, (b) collaborating on press releases regarding services, and (c) collaborating on case studies or other marketing collateral showcasing the outcomes of agreed upon services.

2.5 Compass will notify clients regarding the status of meeting their Client Obligations prior to the termination notification period.

3. Term and Termination.

3.1 Term. Compass will agree to guarantee the fees as outlined in Exhibit C for twelve (12) months, and the term of this Agreement shall commence on the Effective Date and terminate after a period of twelve (12) months. Thereafter, this Agreement shall automatically renew for two (2) consecutive twelve (12) months terms unless either party provides written notice to the other, within at least ninety days (90) of the renewal date of its intention not to renew this agreement.

3.2 Default. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective. Nothing contained herein or elsewhere in this agreement shall require the Client to pay for any work which is deemed unsatisfactory, or which is not completed in compliance with the terms of the agreement.

3.3 Effect of Termination. Upon termination of this Agreement, payments under this section shall cease; however, Compass shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Compass has not yet been paid.

4. Fees

4.1 Fee Amount. Client shall pay Compass according to the schedule in the Fee Schedule in Exhibit C attached hereto for the Services described herein as ("Service Fees").

4.2 Payment Schedule. Such Service Fee shall be paid in advance to Compass on a monthly basis, ("the Billing Cycle"), due within 30 days of receipt of an invoice sent by Compass based on the terms outlined in Exhibit C. The Client will issue an initial payment thirty (30) days before the effective date for the first month of the contract based on the estimated Beneficiary lives included in the program.

4.3 Fee Inclusion. The Service Fee includes Compass' standard marketing materials including employee service explanations and telephone number contact

EXHIBIT 3

instructions. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for member meetings; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials if Client agrees in writing to pay for such items in advance of purchase or provision. Additional charges to the employee may apply for medical record collection fees charged by providers (e.g. doctors, hospitals, etc.) if the active employee agrees in writing to pay for such items in advance of purchase or provision.

4.4 Fee Exclusion. Fees that the Client may be assessed by the Third Party Administrator, insurance company, any providers or other third parties in connection with the implementation (which may include, but not limited to, data extraction, production and transmission of requested data files, contract development and negotiations, custom network development, custom ID cards or ID card reissue) shall be the sole responsibility of the Client. Fees that Client may be charged by the third party vendors for marketing services, which may include, but not limited to, production and shipment of additional marketing collateral, and agency costs for additional communication materials, shall be the sole responsibility of the Client.

4.5 Additional Services. Any requested services not described in this Agreement will require a separate Agreement with its own fee structure.

5. Confidentiality, Non-Disclosure, and Non-Solicitation.

5.1 Definition of Confidential Information. "Confidential Information" means any non-public information Compass or Client (as appropriate, "Disclosing Party") designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. Confidential Information includes, without limitation, any and all of Disclosing Party's technical and non-technical information including business plans and business models, patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source code and formulae related to the current, future and proposed products and services of Disclosing Party, and includes, without limitation, Disclosing Party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligation. Compass or Client, as recipient of Confidential Information from Disclosing Party (as appropriate, "Receiving Party") agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, and consultations with personnel or authorized representatives of Disclosing Party relating to a possible collaboration with the other, and for any other purpose Disclosing Party may hereafter authorize in writing. Furthermore, except as required by law, the existence of any business negotiations, discussions, consultations or agreements in

EXHIBIT 3

progress between the parties shall not be released to any form of public media without written approval of both parties. Receiving Party agrees to treat all Confidential Information with the same degree of care as Receiving Party accords its own confidential information, but in no case less than reasonable care. Receiving Party shall disclose Confidential Information only to Receiving Party's employees or other persons who need to know such information, and only if such recipient employees or other persons have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Receiving Party under this Agreement. Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of Confidential Information. No statements made by either of the parties during the course of the above-described negotiations, discussions and consultations shall be admissible in any legal action filed by one party against the other in order to establish the liability, on any theory and based on any cause of action, of the party making such statement.

- 5.3 Exclusions from nondisclosure and nonuse obligations. The obligations of Receiving Party under Section 5.2 shall not apply to such Confidential Information that Receiving Party can document: (a) was in the public domain at the time such Confidential Information was communicated to Receiving Party by Disclosing Party through no fault of Receiving Party, (b) was rightfully in Receiving Party's possession free of any obligation of confidence as shown by Receiving Party's files and records at the time such Confidential Information was communicated to Receiving Party by Disclosing Party, (c) was developed by employees or agents of Receiving Party independently of and without reference to any Confidential Information communicated to Receiving Party by Disclosing Party, as shown by documents and other competent evidence in Receiving Party's possession, or (d) at or prior to the time such Confidential Information was disclosed to Receiving Party, had been communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. A disclosure by Receiving Party of Confidential Information (a) in response to a valid order by a court or other governmental body, (b) as otherwise required by law, or (c) as necessary to establish the rights of Receiving Party under this Agreement shall not be considered to be a breach of this Agreement by Receiving Party or a waiver of confidentiality for any other purposes; provided, however, Receiving Party shall provide prompt prior written notice thereof to Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent such disclosure. This exclusion provision, however, shall not be interpreted as being in derogation of the parties' obligations set forth in the last sentence of Section 5.2 above.
- 5.4 Exclusivity: Compass is providing a unique capability in assessing the quality, service and the cost efficiency of the physicians, hospitals, and other network providers. As Compass shares Confidential Information with Client, Client agrees not to utilize this information directly or through a third party to circumvent the direct communication or relationship that is being created and/or managed without the involvement and/or representation of Compass.
- 5.5 Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of Disclosing Party, and no license or other rights to such Confidential Information is granted or implied hereby.

EXHIBIT 3

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists and all other tangible media of expression) furnished by Disclosing Party to Receiving Party and which are designated in writing to be the property of Disclosing Party shall remain the property of Disclosing Party. At Disclosing Party request and no later than five (5) days after such request, Receiving Party shall promptly destroy or deliver to Disclosing Party, at Disclosing Party's option, (a) all materials furnished to Receiving Party by Disclosing Party, (b) all tangible media of expression in Receiving Party's possession or control to the extent that such tangible media incorporate any of Disclosing Party's Confidential Information, and (c) written certification of Receiving Party's obligations under this sentence.

- 5.6 Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 5.7 Non-Solicitation. Each of the parties agrees that, during the term of this Agreement and for a period of one (1) year after the latter of its termination, expiration, or the completion of all services hereunder, it will not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender, or stockholder of any entity: (a) solicit or otherwise seek to induce any employee, agent or representative of the other party to terminate such person's position as an employee, agent, or representative, or (b) hire, attempt to hire or knowingly permit any company or business organization in which it is employed, engaged or which it is directly or indirectly controlled by, or under common control with, to employ, any person who currently is or within the immediately-preceding six (6) months was an employee, agent, representative, or consultant of the other party, or in any manner seek to directly solicit or induce any such person to leave his or her employment with the subject party, or assist in the recruitment or hiring of any such person. A party's general solicitation of employees (through, for example advertisements in newspapers, magazines, electronic media, or trade journals) will not be a violation of this provision nor will a party's hiring an employee of the other party who responds to such a general solicitation be a violation of this provision.
- 5.8 Confidential Information of Client. The parties recognize that the Plan is a "covered entity" and Compass a "business associate" under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, and agree to be bound by the provisions of the Business Associate Addendum attached hereto.
6. Reporting. Compass will provide Client with its standard utilization reports on a quarterly basis.
7. Indemnification.
- 7.1 Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third party claims, actions, demands and lawsuits (together "Claims") and all resulting costs, liabilities, damages and expenses including reasonable attorneys' fees (together "Liabilities") arising out of (a) the indemnifying Party's breach of any material term or provision of this Agreement, or violation of any representation,

EXHIBIT 3

warranty or covenant in this Agreement; or (b) the indemnifying Party's gross negligence or willful misconduct, to the extent allowed by Law.

- 7.2 The indemnified Party shall give the indemnifying Party prompt written notice of any claim covered by this section and provide reasonable assistance and cooperation (at the indemnified Party's expense). The indemnifying Party shall have the right and or duty to assume the control of the defense thereof with counsel reasonably acceptable to the indemnified Party. In addition to its obligation to provide reasonable assistance and cooperation, as noted above, the indemnified Party may otherwise take part in its defense at its own expense after the indemnifying Party assumes the control thereof.
8. No Assignment. Except in the case of an acquisition, merger, or sale of substantially all of the assets of a Party, neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by email or telecopy of facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing.
10. Governing Law and Venue. This Agreement shall be governed in all respects by Texas law. The parties hereby consent to the personal and exclusive subject-matter jurisdiction of the state and federal courts located within Denton County, Texas with respect to disputes arising hereunder, and agree that any disputes arising hereunder must be filed in state or federal courts in Denton County, Texas.
11. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.
12. Waiver; Amendment; Modification. Failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation. This Agreement may be amended or modified only by a writing signed by an authorized representative of each of the parties.
13. Injunctive Relief & Specific Performance. A breach by either party of any of the promises or agreements contained in Section 5 (non-disclosure and non-solicitation) herein will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and in the event of such breach, such other party shall be

EXHIBIT 3

entitled to seek injunctive relief and/or a decree for specific performance without having to prove such elements of its claims, and can also seek such other relief as may be proper.

14. Attorneys' Fees and Costs. In any dispute between the parties arising out of or related to this Agreement, the prevailing party is entitled to its reasonable attorneys' fees and costs.
15. No Implied License. Compass hereby reserves all rights in and to its Confidential Information, and nothing herein shall be construed as granting the recipient of Confidential Information disclosed hereunder any license, express or implied, under any of Compass's patents, copyrights, trademarks or trade secrets.
16. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.
17. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations, and permits and/or embargoes.
18. Compass shall maintain and shall be caused to be in force at all times during the terms of this Agreement, a legally binding policy of commercial liability insurance, with a rating of at least A with Best Rated Carriers. Such coverage shall cover any claim hereunder occasioned by the Consultant's negligent professional act and/or error or omission, in an amount not less than \$500,000 combined single limit coverage occurrence. In the event of change or cancellation of the policy by the insurer, the Consultant hereby covenants to forthwith advise the City thereof; and in such event, the Consultant shall, prior to the effective date of change or cancellation, serve substitute policies furnishing the same coverage. The Consultant shall provide a copy of such policy or the declarations page of the policy or a certificate of insurance, whichever is reasonably satisfactory, to the City through its City Manager simultaneously with the execution of this Agreement. Consultant's insurance policies, through policy endorsement, shall include wording which states that the policy shall be primary and non-contributory with respect to any insurance carried by the City. The certificate of insurance must reflect that the above wording is included in evidenced policies.
19. Compliance with Laws. Compass shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereafter be amended.
20. Discrimination Prohibited. In performing the services hereunder, Compass shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

EXHIBIT 3

21. Establishment and Maintenance of Records. Full and accurate records shall be maintained by Compass, at its place of business for a period of at least three (3) years after receipt of final payment under this agreement.
22. Audits and Inspection. The Client shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. Compass shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except in an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, Compass shall also require all sub-consultants, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow Client similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the Client unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by Compass, which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the Client's sole discretion, grounds for immediate termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

23. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such matters.
24. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXHIBIT 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all as of the date first set forth above.

Compass:

Life Account LLC dba
Compass Professional Health Services
3102 Oak Lawn Avenue, Suite 215
Dallas, TX 75219

Client:

City of Denton, Texas
215 East McKinney Street
Denton, TX 76201

DocuSigned by:
Eric Bricker, Chief Medical Officer
By: _____
Date: 9/15/2016
Printed Name: Eric Bricker
Title: Chief Medical Officer

By: _____
Date: _____
Printed Name: Howard Martin
Title: City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

EXHIBIT 3

EXHIBIT A SPECIFIC INCLUDED SERVICES CONSUMER CONSULTING

Compass intends to make available the following services in accordance with the terms established in the Agreement:

Health Benefit Explanation – guidance or advisory services related to plan selection (if more than one option); explanation of covered and non-covered services; explanation of benefit costs and out-of-pocket liabilities; explanation of service access requirements; assistance using health plan support tools to select provider, select a service, review service usage activity, or estimate costs

Explain Care Options – service explanation that organizes the likely treatment scenarios in a manner that is easy to understand by the employee, identifies possible treatment options, improves service expectations, and improves planning and preparation

Service Cost Analysis – providers and services are analyzed to help employees identify service availability based on experience and cost; plan reimbursement methodologies are then reviewed to help employees estimate actual out-of-pocket costs

Provider Selection – physicians, hospitals, and other service providers are identified for the employee based on unique personal preferences such as location or experience; Compass will also consult on and interface with our Premier Physicians as identified for the targeted medical conditions; network confirmation services are included for free

Scheduling – health services are scheduled for employees based upon request; schedules are coordinated to meet employee's time, location, or provider preferences

Communication Assistance – assistance with the coordination of communication between service providers prior to and following a major health event

Collection of Medical Records – collection of notes, discharge summaries, labs, tests, and studies following a major health event so the information can be studied by the employee and used to improve future health services

Bill Review – audit of health provider bills to ensure accurate adjudication, accurate charging, and protection against overpayment; the efforts necessary to resolve any related billing issues are included for free

EXHIBIT 3

EXHIBIT B

Service Level Agreements (SLA)

1. Average Speed to Answer <20 seconds 95% of the time during a one quarter. If SLA not met, Compass will have 30 days to remedy the matter. If after thirty (30) days the SLA is still not corrected, Compass credit Client back 10% of their fees for the quarter measurement period.
2. Call Abandonment Rate <4% 95% of the time during a one quarter measurement period. If SLA not met, Compass will have 30 days to remedy the matter. If after thirty (30) days the SLA is still not corrected, Compass will credit Client back 10% of their fees for the quarter measurement period.
3. One business day turnaround-time for an initial response back to a Beneficiary from Compass for a request for service via email, phone or online portal. If SLA not met, Compass will have 30 days to remedy the matter. If after thirty (30) days the SLA is still not corrected, Compass will credit Client back 10% of their fees for the quarter measurement period.

EXHIBIT 3
EXHIBIT C
SERVICE FEES

1. Fee Schedule.

1.1 Services. Company shall pay Compass \$4.50 per employee per month.

2. Covered Lives. The service is available to Beneficiaries and their households as defined below.

2.1 Covered Beneficiaries. The number of Beneficiaries is defined as any active employee on the company health plan as of the last calendar day of the prior month. Any post-65 retired employees on the company benefit plan as of the same time will not be considered in the employee count. Former or terminated employees participating in COBRA or other forms of extended coverage are not included in the count. Employees who contact Compass for service who are not on the health plan will be added to the total number of employees.

2.2 Covered Households. Compass services are available to the employee's household. Compass defines "household" as being the employee's spouse/domestic partner, children up to age 26, dependents, parents, or parents-in-law.

EXHIBIT 3

Exhibit D
Contractor Business Information

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

EXHIBIT 3



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Organization for Life Account, L.L.C. (file number 800532481), a Domestic Limited Liability Company (LLC), was filed in this office on August 16, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 06, 2016.



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

08/16/05 TUE 14:43 FAX 972 248 7376

EXHIBIT 3

FLAGG LAW GROUP PC

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**ARTICLES OF ORGANIZATION
OF
LIFE ACCOUNT, L.L.C.**

FILED
In the Office of the
Secretary of State of Texas
AUG 16 2005
Corporations Section

The undersigned, being a natural person of the age of eighteen years or more, acting as the organizer of a limited liability company under the Texas Limited Liability Company Act, hereby adopts the following Articles of Organization for such limited liability company (the "Company"):

ARTICLE ONE

The name of the Company is Life Account, L.L.C.

ARTICLE TWO

The period of the Company's duration shall not exceed eighty (80) years from the date of filing of these Articles with the Secretary of State.

ARTICLE THREE

The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Act.

ARTICLE FOUR

The street address of the initial registered office of the Company is 5642 West Amherst Avenue, Dallas, Texas 75209, and the name of the initial registered agent at such address is Cliff Sentell.

ARTICLE FIVE

The Company is to be managed by managers. The number of managers shall be fixed in the manner provided in the Regulations of the Company. The initial number of managers of the Company will be three (3), and the names and addresses of the persons who are to serve as managers until the first annual meeting of members, or until their successors shall have been elected and qualified are:

08/18/05 TUE 14:43 FAX 972 248 7378

EXHIBIT 3

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| <u>Name</u> | <u>Address</u> |
|-------------------|---|
| Scott Schoenvogel | 5642 West Amherst Avenue Dallas, Texas 75209 |
| Cliff Sentell | 5642 West Amherst Avenue Dallas, Texas 75209 |
| Eric Bricker | 5642 West Amherst Avenue Dallas, Texas 75209 |

ARTICLE SIX

To the fullest extent permitted by Texas statutory or decisional law, as the same exists or may hereafter be amended or interpreted, a manager of the Company shall not be liable to the Company or its members for any act or omission in such manager's capacity as a manager. Any repeal or amendment of this Article, or adoption of any other provision of these Articles of Organization inconsistent with this Article, by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability to the Company or its members of a manager of the Company existing at the time of such repeal, amendment, or adoption of an inconsistent provision.

ARTICLE SEVEN

The name and address of the organizer is as follows:

| <u>Name</u> | <u>Address</u> |
|----------------|---|
| Brett B. Flagg | Flagg Law Group, P.C. 17110 North Dallas Parkway Suite 210 Dallas, TX 75248-1199 |

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 16th day of August, 2005.


Brett B. Flagg

EXHIBIT 3

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|--|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Life Account, LLC | |
| 2 Business name/disregarded entity name, if different from above dba Compass Professional Health Services | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) |
| 5 Address (number, street, and apt. or suite no.) 901 Main Street, Suite 5800 | Requester's name and address (optional) |
| 6 City, state, and ZIP code Dallas, TX 75202 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|-------|
| Social security number | | | | | | | | |
| | | | - | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| 3 | 5 | | - | 2 | 2 | 6 | 3 | 6 2 9 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|--|-------------------------|
| Sign Here | Signature of U.S. person ▶ <i>Allen Hays</i> | Date ▶ <i>8/10/2016</i> |
|-----------|--|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT 3**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 2

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**

Certificate Number:
2016-108762

Date Filed:
09/07/2016

Date Acknowledged:

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

Life Account, LLC dba Compass Professional Health Services
Dallas, TX United States

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

City of Denton

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.

9.7.2016
Healthcare Consumer Consulting & Price-Transparency Service

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--|--|--|--------------|
| | | | Controlling | Intermediary |
| | Starrs, Arthur | Dallas, TX United States | X | |
| | Nettune, Alex | Dallas, TX United States | X | |
| | Ellison, Charles | Dallas, TX United States | X | |
| | Sentell, Cliff | Dallas, TX United States | X | |
| | Schoenvogel, Scott | Dallas, TX United States | X | |
| | Bricker, Eric | Dallas, TX United States | X | |
| | Broker -, McGriff, Seibels & Williams of Texas, Inc. | Dallas, TX United States | | X |
| | Lazenby, George | Dallas, TX United States | X | |
| | Sloat, Tyler | Dallas, TX United States | X | |
| | Bhatia, Yasmin | Dallas, TX United States | X | |
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EXHIBIT 3**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

2 of 2

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**

Certificate Number:
2016-108762

Date Filed:
09/07/2016

Date Acknowledged:

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

Life Account, LLC dba Compass Professional Health Services
Dallas, TX United States

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

City of Denton

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.

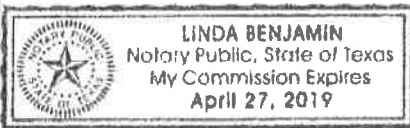
9.7.2016
Healthcare Consumer Consulting & Price-Transparency Service

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ERIC BRICKER, this the 7th day of September, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

LINDA BENJAMIN
Printed name of officer administering oath

NOTARY
Title of officer administering oath

EXHIBIT 3**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

4

☒

I have no Conflict of Interest to disclose.

5

Signature of person doing business with the governmental entity

09/07/2016

Date

EXHIBIT 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|------------------------|
| PRODUCER Stephens Insurance, LLC PO Box 3507 Little Rock AR 72203-3507 | | CONTACT NAME: Brittney Mullaney PHONE (A/C, No, Ext): (800) 852-5053 FAX (A/C, No): (501) 377-2470 E-MAIL ADDRESS: brittney.mullaney@stephens.com | |
| INSURED Life Account, LLC, DBA: Compass Professional Health 3102 Oak Lawn Avenue, Suite 215 Dallas TX 75219 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 22292 |

COVERAGES

CERTIFICATE NUMBER: CL162412454

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | W2T A758324-01 | 1/1/2016 | 1/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Grace/MUBR

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240 | | CONTACT NAME: PHONE (A/C, No, Ext): 972-387-3000 E-MAIL ADDRESS: services@swinglecollins.com FAX (A/C, No): | |
| INSURED Life Account LLC DBA Compass Professional Health 13601 Preston Rd Ste 816E Dallas TX 75240-4959 | | INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity Ins Co 18333 INSURER B: America First Insurance Company 12696 INSURER C: Federal Insurance Company 20281 INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1515080063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------------|----------------------------------|----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | BOP8926000 | 6/1/2016 | 6/1/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BOP8926000 | 6/1/2016 | 6/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CU8994042 | 6/1/2016 | 6/1/2017 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Cyber Liability Professional Liability Crime- Incl Third Party | | | 82254842 82344034 82420438 | 6/1/2016 6/1/2016 6/1/2016 | 6/1/2017 6/1/2017 6/1/2017 | Limit/Deductible 5,000,000/25,000 Limit/Deductible 2,000,000/10,000 Limit/Deductible 1,000,000/5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 3**Business Associate Addendum
To Program Services Agreement #6223**

This Business Associate Addendum ("BA Addendum") to Program Services Agreement effective January 1, 2017 (the "Effective Date"), is entered into by and between Life Account LLC d/b/a Compass Professional Health Services, with its principal office at 3102 Oak Lawn Ave., Suite 215, Dallas, Texas 75219 ("Business Associate") and City of Denton, Texas, a Texas Municipal Corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201 ("Covered Entity").

Recitals:

- A. Reference is made to that certain Program Services Agreement by and between Business Associate and Covered Entity, made and entered into as of the Effective Date (the "Agreement");
- B. Pursuant to the Agreement, Business Associate performs or assists in performing a function or activity on behalf of Covered Entity that involves the use and/or disclosure of the Covered Entity's "protected health information" (such information, as defined in 45 C.F.R. 160-103, as such provision is currently drafted and if applicable subsequently updated, amended or revised, referred to herein as "Protected Health Information").
- C. The parties desire to enter into this BA Addendum to the Agreement regarding the use and/or disclosure of Protected Health Information as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") promulgated thereunder.

Now, therefore, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement:

- 1. Terms Used. Terms used, but not otherwise defined, in this BA Addendum, shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.
- 2. Permitted Uses and Disclosures of Protected Health Information. Except as otherwise limited in the Agreement or this BA Addendum, Business Associate may use and/or disclose Protected Health Information to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such use and/or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses and/or disclosures not authorized by the Agreement or this BA Addendum are prohibited. The parties recognize that de-identified information, (as described in 45 C.F.R

EXHIBIT 3

164.514(a) and (b)), and pricing and treatment information that is not individually identified health information (as defined in 45 C.F.R 160.103 shall not be considered Protected Health Information, and Business Associate shall be free to hold, own, and use such information in its business operations.

3. Responsibilities of Business Associate with Respect to Protected Health Information. Business Associate acknowledges that it is subject to the security and data breach provisions of HIPAA and agrees to abide by the privacy provisions of HITECH, including restrictions on marketing and requirements related to limited data sets and minimum necessary disclosures. With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees to do the following:
- a. to not use and/or disclose Protected Health Information other than as permitted or required by the Agreement or this BA Addendum or as Required By Law;
 - b. to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Agreement or this BA Addendum;
 - c. to implement reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Protected Health Information it creates, receives, maintains or transmits on behalf of Covered Entity;
 - d. to report to Covered Entity any security incident, as defined in the Security Rule, or any breach of unsecured Protected Health Information, as defined in HITECH, of which it becomes aware;
 - e. to notify Covered Entity in writing immediately of any use and/or disclosure of Protected Health Information that is not provided for by the Agreement or this BA Addendum, and 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 the BA Addendum;
 - f. to ensure that all agents, including subcontractors, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity or that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to Business Associate pursuant to the Agreement and this BA Addendum, and that any agent, including subcontractors, to whom it provides Protected Health Information agree to implement reasonable and appropriate safeguards to protect such Protected Health Information;
 - g. to provide access (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health Information, to the extent maintained by Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524;
 - h. to make any amendment(s) (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health

EXHIBIT 3

Information, to the extent maintained by Business Associate in a Designated Record Set, that Covered Entity directs pursuant to 45 CFR 164.526;

- i. to make 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, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee, in a time and manner reasonably designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule and Security Rule, as applicable;
 - j. to document such 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 and HITECH; and
 - k. to provide to Covered Entity, in a time and manner designed by Covered Entity, information collected in accordance with Section 3.j. of this BA Addendum, to permit 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 and HITECH.
4. Responsibilities of Covered Entity with Respect to Protected Health Information. Covered Entity shall:
- a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520 as well as any changes to such notice;
 - b. 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; and
 - c. notify Business Associate of any restriction to the use and/or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 or that a patient has properly requested pursuant to HITECH.
5. Specific Use and Disclosure by Business Associate. Except as otherwise limited in the Agreement and this BA Addendum, Business Associate may:
- a. use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - b. disclose Protected Health Information for the proper management and administration of Business Associate; provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom Protected Health Information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of Protected Health Information has been breached.

EXHIBIT 3

- c. use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- 6. Term and Termination.
 - a. Term. The Term of this BA Addendum shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with Section 6.c. below.
 - b. Termination for Cause. Covered Entity may immediately terminate the Agreement and/or this BA Addendum if Covered Entity determines that Business Associate has breached a material term of this BA Addendum. Business Associate may immediately terminate the Agreement and/or this BA Addendum if Business Associate determines that Covered Entity has violated its obligations under HIPAA and has not immediately cured said violation upon notice from Business Associate.
 - c. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this Section 6.c., upon termination of the Agreement and/or this BA Addendum, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from or created on behalf of Covered Entity. This Section 6.c.(1) shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- 7. Miscellaneous.
 - a. Amendment. The Parties agree to take such action as is necessary to amend this BA Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, and HIPAA.
 - b. Survival. The respective rights and obligations of Business Associate under Section 6.c. of this BA Addendum shall survive the termination of the Agreement and/or this BA Addendum.
 - c. Interpretation. Any ambiguity in this BA Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and Security Rule.
 - d. No Third Party Beneficiary. Nothing in the BA Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

EXHIBIT 3

8. Effect of BA Addendum. Except as amended by this BA Addendum, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this BA Amendment to be executed by their duly authorized representatives, all as of the date first set forth above.

Compass:

Life Account LLC dba
Compass Professional Health Services
3102 Oak Lawn Avenue, Suite 215
Dallas, TX 75219

Client:

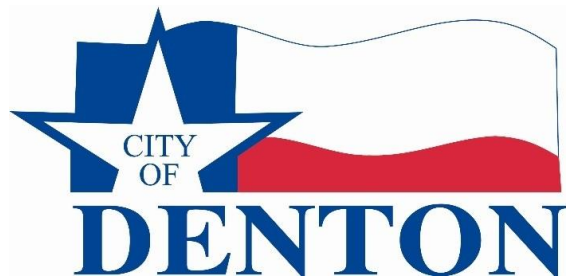
City of Denton, Texas
215 East McKinney Street
Denton, TX 76201

DocuSigned by:

Eric Bricker, Chief Medical Officer

By: _____
Date: 9/15/2016
Printed Name: Eric Bricker
Title: Chief Medical Officer

By: _____
Date: _____
Printed Name: _____
Title: _____

EXHIBIT 3**Docusign City Council Transmittal Coversheet**

| | |
|--------------------------|---|
| Contract | 6223 |
| File Name | Professional Health Services - Transparency Solutions |
| Purchasing Contact | Elton Brock |
| City Council Target Date | October 20, 2016 |
| Granicus # | |
| Ordinance # | |

EXHIBIT 3



Certificate Of Completion

Envelope Id: 0F64DD098A634B109E6E3F112672D1E7

Status: Sent

Subject: Please DocuSign: Contract 6223.pdf

Source Envelope:

Document Pages: 29

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Elton Brock

AutoNav: Enabled

elton.brock@cityofdenton.com

Envelopeld Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Elton Brock

Location: DocuSign

9/12/2016 9:40:15 AM

elton.brock@cityofdenton.com

Signer Events

Signature

Timestamp

Elton Brock

Completed

Sent: 9/12/2016 9:48:58 AM

elton.brock@cityofdenton.com

Viewed: 9/12/2016 9:49:08 AM

Purchasing Manager

Signed: 9/12/2016 9:50:09 AM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Eric Bricker, Chief Medical Officer

DocuSigned by:
Eric Bricker, Chief Medical Officer
9E41578D5D37486...

Sent: 9/12/2016 9:50:10 AM

Eric.Bricker@compassphs.com

Resent: 9/13/2016 2:21:50 PM

Security Level: Email, Account Authentication
(Optional)

Resent: 9/15/2016 7:54:39 AM

Viewed: 9/15/2016 8:09:29 AM

Signed: 9/15/2016 8:09:51 AM

Using IP Address: 70.196.29.43

Electronic Record and Signature Disclosure:
Accepted: 9/15/2016 8:09:29 AM
ID: a278fefa-266e-4d8d-a19f-bc8587a4ec64

John Knight

Sent: 9/15/2016 8:09:53 AM

john.knight@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Julia Winkley

julia.winkley@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Howard Martin

howard.martin@cityofdenton.com

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

EXHIBIT 3

| Signer Events | Signature | Timestamp |
|--|---------------|----------------------------|
| Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 9/15/2016 8:09:52 AM |
| Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 9/15/2016 8:09:52 AM |
| Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | | |
| Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6 | | |
| Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | | |

EXHIBIT 3

| Carbon Copy Events | | Status | Timestamp |
|---|--|------------------|----------------------|
| Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | | | |
| Scott Payne, Risk Manager scott.payne@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | | | |
| Notary Events | | | Timestamp |
| Envelope Summary Events | | Status | Timestamps |
| Envelope Sent | | Hashed/Encrypted | 9/15/2016 8:09:53 AM |
| Electronic Record and Signature Disclosure | | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

EXHIBIT 3

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

EXHIBIT 3

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.