

CAROLYN VAUGHN
Commissioner
Precinct 1

JOE A. GONZALEZ
Commissioner
Precinct 2

County of Nueces



BARBARA CANALES
County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401-3697

JOHN MAREZ
Commissioner
Precinct 3

BRENT CHESNEY
Commissioner
Precinct 4

AGREEMENT AMENDMENT NO. 3

WHEREAS, the County of Nueces (“County”) and Sec-Ops, Inc., (“Contractor”) entered into an agreement with the effective date, of February 8, 2016 for Nueces County Security Services (Courthouse, Juvenile Justice Center, and Keach Library) (RFP No. 3005-15) and Amendment No. 1 to the Agreement on October 31, 2018 and Amendment No. 2 to the Agreement on January 22, 2020.

WHEREAS, the Scope of Work in RFP No. 3005-15 provided that Nueces County reserved the right to add and/or delete locations and hours during the contract period as it deemed necessary;

WHEREAS, the parties now want to add another location, specifically unarmed security services for the newly developed Nueces County Isolation and Community Protection Facility (ICPF) under the current agreement;

NOW, THEREFORE, Nueces County and Sec-Ops, Inc., in consideration of the mutual agreements contained in the original Agreement and additional monies set out herein do hereby mutually agree:

1. Contractor will provide unarmed security at the ICPF at the hourly billing rate of \$23.00. Sec-Ops, Inc. will provide a minimum of 2 unarmed security officers on site 24/7 as requested by County. Holiday and overtime incurred will be paid at time and one half and billed at \$31.00 per hour. Services to ICPF site will be on an as needed basis only and Nueces County retains the right to reduce or increase hours as needed to meet the security requirements of the ICPF.
2. For purposes of services provided under this Amendment No. 3 to the ICPF and to the extent applicable Contractor agrees to terms of Business Associate Agreement herein attached and incorporated in its entirety as Attachment A.
3. All other provisions of Agreement shall remain the same.

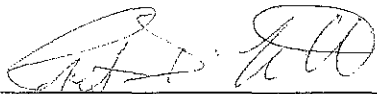
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment in duplicate.

WITNESS our hands on this ____ day of _____, 20 ____.

NUECES COUNTY

SEC-OPS, INC.

Barbara Canales
Nueces County Judge



Print Name: Robert D. Lott
Title: CEO

ATTEST:

KARA SANDS, County Clerk

ATTACHMENT "A"
BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** ("BAA") is entered into by and between **Sec-Ops, Inc. (CONTRACTOR)** (hereinafter referred to as "CONTRACTOR"), and **Nueces County**, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY").

RECITALS

The purpose of this BAA is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

TERMS

CONTRACTOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI") AND ELECTRONIC PROTECTED HEALTH INFORMATION ("E PHI")

A. **Definitions.**

1. Confidential Information is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. Protected Health Information ("PHI") is defined in 45 C.F.R. § 160.103 and is limited to information created or received by CONTRACTOR from or on behalf of COUNTY.
3. Electronic Protected Health Information ("E PHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and E PHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing E PHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and E PHI.

B. General.

1. CONTRACTOR agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. CONTRACTOR agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at CONTRACTOR's own expense.
3. CONTRACTOR agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of CONTRACTOR's services to COUNTY. Compliance with this paragraph is at CONTRACTOR's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Requirements.

C. Representation. CONTRACTOR represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D. Business Associate. CONTRACTOR is a "Business Associate" of COUNTY as that term is defined under the Privacy and Security Requirements.

1. *Nondisclosure of PHI.* CONTRACTOR agrees not to use or disclose PHI received from or on behalf of COUNTY or created, compiled, or used by CONTRACTOR pursuant to the agreement to provide security for the NCDH_ to which this BAA is attached (hereinafter the "Agreement") other than as permitted or required by this BAA, or as otherwise required by law.
2. *Limitation on Further Use or Disclosure.* CONTRACTOR agrees not to further use or disclose PHI or EPHI received from or on behalf of COUNTY or created, compiled, or used by CONTRACTOR pursuant to this BAA in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by COUNTY, or if either CONTRACTOR or COUNTY is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
3. *Safeguarding PHI.* CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as

required by State or Federal law, regulation, or rule.

4. *Safeguarding EPHI.* CONTRACTOR agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of COUNTY and to comply with Subpart C of 45 C.F.R. Part 164. These safeguards shall include, but not be limited to, the following:
 - a) Encryption of EPHI that CONTRACTOR stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Periodic security training.

5. *Reporting Security Incidents.* CONTRACTOR agrees to report to COUNTY any Security Incident **immediately** upon becoming aware of such. CONTRACTOR further agrees to provide COUNTY with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If CONTRACTOR determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, CONTRACTOR agrees to notify COUNTY in writing of the conditions that make reproduction infeasible and any information CONTRACTOR has regarding the PHI or EPHI involved.

CONTRACTOR agrees to cooperate in a timely fashion with COUNTY regarding all Security Incidents reported to COUNTY.

CONTRACTOR agrees that COUNTY will review all Security Incidents reported by CONTRACTOR and COUNTY, in its sole discretion, will take steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on COUNTY's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring and related services for a

period of time to be determined by COUNTY, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

CONTRACTOR agrees to reimburse COUNTY for all expenses incurred as a result of CONTRACTOR's Security Incidents, including, but not limited to, expenses related to the activities described above. CONTRACTOR agrees that COUNTY will select the contractors and negotiate the contracts related to said expenses.

6. *EPHI and Subcontractors.* CONTRACTOR shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI and comply with Subpart C of 45 C.F.R. Part 164. Further, CONTRACTOR agrees to give COUNTY at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States. CONTRACTOR understands and agrees that it remains ultimately responsible for any breaches of PHI or EPHI and violations of the Privacy and Security Requirements by its agent(s) or subcontractor(s).
7. *Subcontractors and Agents.* CONTRACTOR shall require any subcontractor or agent that creates, receives, maintains, or transmits PHI or EPHI on behalf of CONTRACTOR pursuant to this BAA and the Agreement, to agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and EPHI. CONTRACTOR agrees to terminate its agreement with its agent(s) or subcontractor(s), if (a) CONTRACTOR becomes aware of a pattern of activity or practice of its agent(s) or subcontractor(s) that constitute a material breach or violation of the agent or subcontractor's obligation under the agreement or other arrangement with CONTRACTOR or (b) agent(s) or subcontractor(s) takes steps to cure the breach or end the violation and such steps are unsuccessful.

Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of services under this BAA.

8. *Mitigation.* CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI or EPHI by CONTRACTOR, or by a subcontractor or agent of CONTRACTOR, resulting from a violation of this BAA, including violations of the Privacy and Security Requirements stated herein. CONTRACTOR also agrees to inform COUNTY in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
9. *Notice – Access by Individual.* CONTRACTOR agrees to notify COUNTY in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact COUNTY to obtain access to the individual's PHI. Upon

request by COUNTY and within three (3) business days of the request, CONTRACTOR agrees to make available PHI and EPHI to COUNTY in accordance with 45 C.F.R. § 164.524.

10. *Notice – Request for Amendment.* CONTRACTOR agrees to notify COUNTY in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to COUNTY to request an amendment of the individual's PHI or EPHI. CONTRACTOR agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to in accordance with 45 C.F.R. § 164.526 within three (3) business days of receipt of the notice to incorporate the amendment(s).
11. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, CONTRACTOR agrees to notify COUNTY in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to COUNTY for an accounting of the disclosures of the individual's PHI or EPHI. CONTRACTOR agrees to make available to COUNTY upon request, within three (3) business days of the request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
12. *HHS Inspection.* Upon written request, CONTRACTOR agrees to make available to HHS or its designee, CONTRACTOR's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, COUNTY in a time or manner designated by HHS for purposes of HHS determining COUNTY's compliance with the Privacy and Security Requirements.
13. *COUNTY Inspection.* Upon written request, CONTRACTOR agrees to make available to COUNTY and its duly authorized representatives during normal business hours CONTRACTOR's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, COUNTY in a time and manner designated by COUNTY for the purposes of COUNTY determining compliance with the Privacy and Security Requirements. CONTRACTOR agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. CONTRACTOR agrees to allow similar access to books, records, and documents related to contracts between CONTRACTOR and organizations related to or subcontracted by CONTRACTOR to whom CONTRACTOR provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, COUNTY.

14. *PHI or EPHI Amendment.* Within three (3) business days of receipt of notification, CONTRACTOR agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by COUNTY pursuant to this BAA when notified by COUNTY that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
15. *Documentation of Disclosures.* CONTRACTOR agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
16. *Termination Procedures.* Upon termination of this BAA for any reason, CONTRACTOR agrees to deliver all PHI or EPHI received from COUNTY or created, compiled, or used by CONTRACTOR pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by COUNTY in writing, to destroy all PHI or EPHI and retain no copies and certify to COUNTY in writing that all PHI and EPHI not returned has been destroyed, within the time frame determined by COUNTY, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when CONTRACTOR maintains PHI or EPHI from COUNTY in any form. If CONTRACTOR determines that transferring or destroying the PHI or EPHI is infeasible, CONTRACTOR agrees:
 - a) to notify COUNTY of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this BAA to such PHI or EPHI;
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to COUNTY, or destruction infeasible; and
 - d) to return or, if requested by COUNTY, to destroy the PHI or EPHI retained by CONTRACTOR when it becomes feasible.
18. *Notice-Termination.* Upon written notice to CONTRACTOR, COUNTY may terminate any portion of the Agreement under which CONTRACTOR maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to CONTRACTOR, COUNTY may terminate the entire Agreement if COUNTY determines, at its sole discretion, that CONTRACTOR has repeatedly violated a Privacy or Security Requirement.
19. *Obligations of COUNTY.* To the extent COUNTY requests in writing that CONTRACTOR carry out one or more of COUNTY's obligations under Subpart E of 45 C.F.R. Part 164, CONTRACTOR agrees to comply with the requirements

of Subpart E that apply to COUNTY in the performance of such obligation.

- E. Survival of Privacy Provisions. CONTRACTOR's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.
- F. Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this BAA if COUNTY, in its reasonable discretion, determines that amendment is necessary for COUNTY to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit COUNTY to comply with the Privacy and Security Requirements.
- G. **INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, COUNTY AND ITS BOARD OF MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, GOVERNMENTAL FINES AND PENALTIES, AWARDS, AND COSTS (INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO:
1. A BREACH OF THIS BAA RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY CONTRACTOR; OR
 2. ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.
- H. Electronic Mail Addresses. CONTRACTOR affirmatively consents to the disclosure of its e-mail addresses that are provided to COUNTY, including any agency or department of COUNTY. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided by CONTRACTOR and agents acting on behalf of CONTRACTOR and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.
- I. Notices. Any notice required to be given pursuant to the terms and provisions of this BAA will be in writing and deemed to be given: (a) upon delivery in person, (b) three (3) days after the date deposited with or sent by U.S. Mail (first class, postage paid, return receipt requested), or (c) upon receipt by commercial delivery service, and addressed as follows, or to such address as COUNTY may subsequently designate to CONTRACTOR in writing:

Nueces County
901 Leopard, Rm 303
Corpus Christi, TX 78401-0835

- J. Except as otherwise limited in this BAA, CONTRACTOR may use or disclose Protected Health Information it creates or receives from or on behalf of COUNTY to provide the services to or on behalf of COUNTY set out in the Agreement to which this BAA is attached.


- K. This BAA is effective on the later date it is signed by the Parties and survives the termination of the Agreement.

Executed in multiple originals, each of equal force, by duly authorized representatives of the Nueces County Hospital District and CONTRACTOR.

NUECES COUNTY

CONTRACTOR- SEC-OPS, INC.

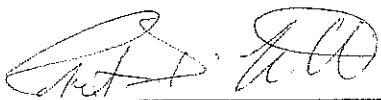
By: _____
Name: _____
Title: _____
Date Signed: _____

By:  _____
Name: Robert D. Lott
Title: CEO
Date Signed: 05/12/2020

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  (Signature)
Robert D. Lott, CEO Printed Name & Title
Sec-Ops, Inc. Company
5729 Leopard Street Bldg 8. Corpus Christi, TX 78408 Business Address
05/12/2020 Date

Project Number/Name or type of services to be provide: RFP No. 3005-15

Security Services Contract

NUECES COUNTY
HOUSE BILL 89 VERIFICATION

I, Robert D. Lott (Person name), the undersigned
representative of (Company or Business name) Sec-Ops, Inc.
 (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, do hereby
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

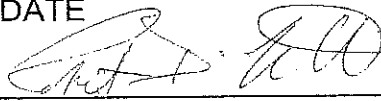
1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

05/12/2020

DATE



SIGNATURE OF COMPANY REPRESENTATIVE