



ONSITE SERVICES AGREEMENT

This ONSITE SERVICES AGREEMENT (the "Agreement"), dated as of the Effective Date appearing below, is made, and entered into by and between Catapult Health, LLC ("Catapult") and WEBB COUNTY as plan administrator acting on behalf of its group health plan ("Customer") and sets forth the terms and conditions under which Catapult will provide the initial and periodic on-site preventive health and related services (the "Services") to Customer's employees and adult dependents, as applicable ("Participants"). This Agreement includes, and is subject to, the General Terms and Conditions, Exhibits and Scheduling Addendum, attached hereto.

Description of Services
<p>The Services shall include:</p> <ul style="list-style-type: none"> • A customized online tool for verifying Participant eligibility, creating Participant accounts, setting checkup appointments and completing health history questionnaires • A worksite health checkup for Participants ("Checkup") including the following: <ul style="list-style-type: none"> - Finger prick blood tests with prompt results - Blood test includes: CHOL, HDL, LDL, TRIG, GLU, A1C, AST, ALT - Height, weight, abdominal circumference and blood pressure are also measured • A comprehensive and tailored personal health report for each Participant <ul style="list-style-type: none"> - Each individual report provides a summary of findings, alongside specific recommendations for lowering risk factors and improving one's health - All gathered data is loaded real-time into Catapult's proprietary application. The personal health report is generated, reviewed with the Nurse Practitioner and securely stored in the Participant's online account - The data is also imported into Catapult's secure electronic medical record where it resides and can be retrieved by Catapult for subsequent visits • Health report results reviewed with a Nurse Practitioner (via video/audio conference) who addresses the risk factors that have been identified <ul style="list-style-type: none"> - After discussing the personal health report with each Participant, the Nurse Practitioner recommends a personal action plan for each Participant • When clinically indicated, Catapult may also deliver Flu Shots and/or Tdap (Tetanus – Diphtheria - Whooping Cough) vaccines • Data feeds to HIPAA compliant partners • In furtherance of its preventive health services, Catapult shall also provide data analyses in the form or format deemed appropriate by Catapult, containing aggregated, de-identified information for purposes of population-based activities relating to improving Participant health and/or reducing health care costs.

At least sixty (60) days prior to each onsite visit, Customer will sign a Scheduling Addendum to this Agreement setting forth the locations, dates and Services to be delivered at such onsite visit (the "Onsite Event"). A new Scheduling Addendum shall be executed prior to each Onsite Event.

Fees: Checkup = \$130, TDAP Vaccine = \$56, Flu Shot = \$26. Customer shall also be responsible for any fees as specified in the General Terms and Conditions, incorporated by reference into this Agreement.

Eligibility: Customer will provide Catapult with an up-to-date eligibility file containing employees and/or adult dependents eligible for Services at least forty-five (45) business days prior to the first scheduled Onsite Event Shift. A final updated eligibility file will be provided to Catapult ten (10) days prior to the first Onsite Event Shift and monthly thereafter during the term of this Agreement.

Participation: Customer shall use best efforts to provide education and awareness to eligible Participants regarding the Onsite Event(s). Customer understands and acknowledges that Catapult's minimum participation requirement when delivering Checkups is fifteen (15) Participants per Event Shift per day per location with a two (2) day minimum. For each unused appointment below the minimum requirement, Customer agrees to pay Catapult \$130.

Payment Terms: If health care claims are not being filed through the health plan, a deposit of 50% of the anticipated total Fee (the "Deposit") is due 30 days prior to the initial day of each Onsite Event. The balance less the Deposit is due upon receipt of Catapult's invoice following each Onsite Event.

Term: One year beginning on the Effective Date and automatically renewing for additional successive one-year terms subject to termination and non-renewal as provided herein.

Number of eligible employees: 3,200

Estimated annual participation: 150

Preferred months to deliver checkups: MAY AND JUNE

This Agreement is executed as of May 09, 2016 (the "Effective Date").

CATAPULT HEALTH, LLC

CUSTOMER: WEBB COUNTY

By: _____

By: _____

Name: David Michel

Name: Honorable Tano E. Tijerina

Title: President & CEO

Title: Webb County Judge

Address: 8144 Walnut Hill Lane, Suite 1120

Address: 1000 Houston St., 3rd Floor

City, State, Zip: Dallas, TX 75231

City, State, Zip: Laredo, Texas 78040



GENERAL TERMS AND CONDITIONS

This Agreement is subject to the following General Terms and Conditions.

ARTICLE 1: Catapult's Responsibilities

- a) **Scheduling.** The parties shall mutually agree upon the schedule for any Onsite Event(s), as set forth in the applicable Scheduling Addendum.
- b) **Catapult Staff.** Catapult will provide trained health care professionals and appropriate administrative support personnel at each Onsite Event. Such personnel, which may be provided through any combination of Catapult employees, contractors, and independently contracted provider firms, shall at all times conduct themselves in a professional manner, consistent with accepted standards of practice and applicable law or regulation.
- c) **Staffing Levels.** Catapult will determine the appropriate number and mix of staff that provides for the delivery of the Services for the Estimated Total Number of Participants.
- d) **Equipment and Supplies.** Catapult will provide all necessary supplies and equipment to perform the Services. Catapult shall be responsible for the proper use, operation, and removal of all such medical supplies and equipment.
- e) **Marketing Material.** Catapult will provide Customer with educational materials for Customer's use in raising awareness among Participants of the Onsite Event(s). Electronic marketing materials shall be provided without cost to Customer.
- f) **Participant Consent.** Catapult will obtain consent from each Participant.
- g) **Removal of Biomedical Waste.** Catapult will promptly dispose of all medical waste generated from the Services. Catapult warrants that all such disposal shall be in accordance with all federal, state, and local laws and regulations without cost to Customer.
- h) **Records; Ownership of Data.** Except as otherwise provided by law, Catapult will retain all Participant consent forms, books, and records covered by this Agreement, including, but not limited to, data regarding the extent and cost of health screenings provided. Catapult shall retain ownership of any data analyses generated by Catapult in connection with the Services.

ARTICLE 2: Customer's Responsibilities

- a) **Notification of Onsite Event.** Customer shall use best efforts to provide education and awareness to eligible Participants regarding the Onsite Event(s).
- b) **Customer Location Requirements.** Customer will provide timely access to adequate facilities at the Customer Location for Catapult to perform the Services in light of the Estimated Total Number of Participants (the "Facilities"). The Facilities will include reasonable necessities (e.g. chairs, tables, access to a high speed guest WIFI network, and access to electricity) required to support the provision of the Services. In addition, the Facilities shall include enough closed-door rooms (with functional land line telephones) in close proximity to the Facilities to enable the Nurse Practitioner video/audio conference consultations to discuss with each Participant his or her health report without being overheard by other Participants or employees of Customer.
- c) **Participant Privacy.** Customer understands and agrees that Catapult will not share any Participant health information with Customer unless permissible by law and consistent with the Business Associate Agreement.

ARTICLE 3: Additional Terms Regarding Payment

- a) **Late Payments.** Any payment not received within 30 days after the invoice date will accrue interest at a rate equal to the lesser of 1.5% per month or the highest rate permitted by applicable law.

- b) **Cancellations.** Event Shifts cancelled in writing with more than thirty (30) calendar days advance notice will not result in a cancellation fee. Event Shifts cancelled with less than thirty (30) calendar days advance written notice will result in a cancellation fee of \$1,000 per cancelled Event Shift.
- c) **Disputed Amounts.** If Customer disputes the accuracy of any portion of an invoice, Customer will notify Catapult of such dispute promptly following its discovery. No dispute will relieve Customer from paying the undisputed portion of the invoice. The parties will work together in good faith to resolve the dispute.

ARTICLE 4: Indemnification and Limitation of Liability

- a) **Indemnification by Catapult.** Catapult agrees to indemnify, hold harmless, and defend Customer, its officers, directors, employees, agents, successors, and assigns from and against any and all damages, costs, and expenses, including reasonable legal fees and expenses (collectively, "Damages"), incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Catapult's responsibilities under this Agreement.
- b) **Indemnification by Customer.** Customer agrees to indemnify, hold harmless, and defend Catapult, its officers, directors, employees, agents, successors, and assigns from and against any and all Damages incurred in connection with a third party claim or assertion arising from or related to (i) any claim by a Participant other than due to Catapult's gross negligence or willful misconduct in the performance of the Services; or (ii) any breach of Customer's responsibilities under this Agreement.
- c) **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM OR RELATING TO OBLIGATIONS OF INDEMNIFICATION, DAMAGES ARISING FROM THE GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY HEREUNDER, BELOW, IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) CATAPULT'S LIABILITY HEREUNDER EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO CATAPULT PURSUANT TO THIS AGREEMENT.
- d) **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CATAPULT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF ANY INFORMATION OR SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY MATTER.

ARTICLE 5: Term and Termination

- a) **Term and Termination.** This Agreement shall continue until terminated or not renewed. This Agreement shall automatically renew for successive one-year terms unless a party shall have given the other party written notice of non-renewal at least thirty (30) days prior to the anniversary of the initial Onsite Event Date. A new Scheduling Addendum shall be executed prior to each Onsite Event.
- b) **Elective Termination.** Notwithstanding the foregoing, either party may terminate this Agreement at any time upon ninety (90) days prior written notice; provided, however, that a termination initiated by Customer shall not relieve it from paying any fees incurred or to be incurred for an Onsite Event scheduled before Catapult has received notice of termination.
- c) **Notification to Participants.** Customer acknowledges and agrees that in the event of a termination of this Agreement by either party and for any reason, Catapult may be obligated, as determined in Catapult's sole discretion, to provide written notice of termination of treatment to Participants it treated since Catapult is a health care provider. Customer agrees to reasonably cooperate with Catapult to ensure written notice of termination of Services is given to such Participants at least thirty (30) days prior to the termination date. Such notice shall state that no further care will be provided by Catapult as of a target date and that Participant should make other arrangements for continuation of medical services or treatment and shall include any other content as reasonably requested by Catapult.

ARTICLE 6: Confidentiality

- a) Each party shall comply with such party's respective obligations with respect to the privacy and security of Protected Health Information (as defined at 45 CFR 160.103) under applicable law, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and shall comply with the terms of the Business Associate Agreement between the parties, included as Exhibit A and incorporated herein by reference. The parties also agree that they will preserve the confidentiality of data or information relating to the other party's business, which is (i) confidential and clearly so designated, or which by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential; and (ii) submitted to such party by the other party in order to perform Services under this Agreement. Neither party will have an obligation to maintain the confidentiality of any data or information (except to the extent such data or information constitutes Protected Health Information), which (i) was in a party's lawful possession prior to the submission thereof by the other party; (ii) is later lawfully made available to a party by a third party having no obligation of secrecy to the other party; (iii) is independently developed by a third party; (iv) is or later becomes available to the public through no fault of either party; or (v) is subject to disclosure pursuant to a valid court order or subpoena or similar legal process. Violations may be enjoined through injunctive proceedings in addition to any other rights available at law or equity.

ARTICLE 7: Non-Covered Services, Status of Parties, Independent Medical Judgment

- a) **Non-covered Services.** The parties acknowledge and agree that this Agreement does not cover any medical services beyond the Services. This Agreement expressly does not cover any of the following:
- i) medical testing other than tests described in the Description of Services on page one of this Agreement;
 - ii) treatment of Participants for any diseases or conditions other than those identified by testing performed;
 - iii) emergency care;
 - iv) referrals to other health care providers; or
 - v) prescriptions for medications or pharmaceuticals.
- b) **Status of Parties; Independent Medical Judgment.** Customer acknowledges and agrees that Catapult health care providers are obligated to use their own independent medical judgment in the evaluation and treatment of any Participant. No provision of this Agreement shall be construed to affect the free exercise of independent medical judgment by Catapult health care providers, and that any provision to the contrary shall be superseded by this paragraph.

ARTICLE 8: General Provisions

- a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas (without regard to any conflict of laws rule or principle that might refer governance or construction of this Agreement to the laws of another jurisdiction). Venue for any action hereunder shall be proper only in Dallas County, Texas.
- b) **Entire Agreement.** This Agreement and any attached exhibits, addenda, or appendices, hereby replaces any prior agreement and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. There are no understandings or agreements relating to the subject matter of this Agreement that are not fully expressed herein, and no change or waiver is valid unless it is in writing and executed by the party against whom it is sought to be enforced. This Agreement may be amended or modified only by a written instrument that is signed by all parties.
- c) **Force Majeure.** In the event either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. In the event that a party's performance is prevented or delayed for more than thirty (30) days, then the other party may terminate this Agreement by delivery of written notice to the non-performing party.
- d) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will be enforced, with substitution as necessary to give reasonable overall effect to the terms of this Agreement.

- e) Injunctive Relief. The parties understand and agree that, due to the highly competitive nature of the health care industry, the breach of any covenants set out in this Agreement may cause irreparable injury to Catapult or Customer for which no adequate remedy at law will be available. Therefore, either Catapult or Customer, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of this Agreement.
- f) Business Relationship. The parties agree that Catapult is an independent contractor of Customer. This Agreement will not create any agency, employment, joint venture, partnership, representation, or an attorney-client or fiduciary relationship between the parties. No party has the authority to nor will a party attempt to, create any obligation on behalf of another party as a result of this Agreement.
- g) Compliance with State and Federal Laws. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal laws and regulations, including, but not limited to, the federal and state privacy and security laws, the applicable provisions of the Patient Protection and Affordable Care Act (Public Law 111-148) and the Health Care and Education Reconciliation Act (Public Law 111-152), and the Texas Occupations Code illegal remuneration law; provided however, Customer shall be responsible for its and its Participants compliance with the Employee Retirement Income Security Act of 1974, applicable requirements of the Internal Revenue Service and the Patient Protection and Affordable Care Act of 2010. Notwithstanding any unanticipated effect of any of the provisions herein, the parties agree not to intentionally conduct themselves under the terms of this Agreement in a manner that would constitute a violation of any federal, state or local law, as each such law is amended.
- h) No Government Payor Reimbursement. It is the intent of Catapult and Customer that Customer and Catapult will not be participating in a federal or state healthcare program or seeking reimbursement from any federal or state healthcare program for the services provided to Customer's participants.
- i) Managed Care Contracting. As applicable, the parties agree to participate in and comply with the provisions of any participating provider, managed care and other third party payor contracts entered into by the parties.
- j) Authority. Each individual executing above on behalf of an entity hereby represents and warrants to the other party that such individual is duly authorized to execute, and to deliver, this Agreement on behalf of that entity and that such execution and delivery makes this Agreement a valid and binding obligation of the entity for all purposes.
- k) Notices. All notices to a party pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the officer executing this Agreement at the address set forth on the signature page hereto.



EXHIBIT A TO ONSITE SERVICES AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") amends and is made part of the onsite services Agreement by and between Customer and Catapult ("Business Associate").

Customer and Business Associate agree that the parties incorporate this BAA into the Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the "HIPAA Rules"). To the extent Business Associate is acting as a Business Associate of Customer pursuant to the Service Agreement, the provisions of this BAA shall apply, and Business Associate shall be subject to the penalty provisions of HIPAA as specified in 45 CFR Part 160.

1. Definitions. Capitalized terms not otherwise defined in this BAA shall have the meaning set forth in the HIPAA Rules. References to "PHI" mean Protected Health Information maintained, created, received or transmitted by Business Associate from Customer or on Customer's behalf.

2. Uses or Disclosures. Business Associate will neither use nor disclose PHI except as permitted or required by this BAA or as Required By Law. To the extent Business Associate is to carry out an obligation of Customer under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E that apply to Customer in the performance of such obligation. Business Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Business Associate as described in the Onsite Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Customer directly;

(b) otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Customer directly and provided that Customer gives its prior written consent;

(c) to perform Data Aggregation services relating to the health care operations of Customer;

(d) to report violations of the law to federal or state authorities consistent with 45 C.F.R. § 164.502(j)(1);

(e) as necessary for Business Associate's proper management and administration and to carry out Business Associate's legal responsibilities (collectively "Business Associate's Operations"), provided that Business Associate may only disclose PHI for Business Associate's Operations if the disclosure is Required By Law or Business Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the recipient or as Required By Law; and (2) notify Business Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached;

(f) to create de-identified information in accordance with 45 C.F.R. § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law;

(g) to create a limited data set as defined at 45 CFR §164.514(e)(2), provided that Business Associate will only use and disclose such limited data set for purposes of research, public health or health care operations and will comply with the data use agreement requirements of 45 CFR §164.514(e)(4), including that Business Associate will not identify the information or contact the individuals.

In the event Customer notifies Business Associate of an Individual's restriction request granted pursuant to 45 CFR §164.522 that would restrict a use or disclosure otherwise permitted by this Section, Business Associate shall comply with the terms of the restriction request.

3. Safeguards. Business Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA. Business Associate will also comply with the provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this BAA.

4. Subcontractors. In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate will ensure that all of its Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree by written contract to comply with the same restrictions and conditions that apply to Business Associate with respect to such PHI, including but not limited to the obligation to comply with 45 CFR Part 164, Subpart C.

5. Minimum Necessary. Business Associate represents that the PHI requested, used or disclosed by Business Associate shall be the minimum amount necessary to carry out the purposes of the Onsite Services Agreement. Business Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

6. Obligations of Customer. Customer shall notify Business Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Customer has agreed to or with which Customer is required to comply, to the extent any of the foregoing affect Business Associate's use or disclosure of PHI. Customer shall obtain all consents, permissions or authorizations, if any, required for Customer to disclose PHI to Business Associate and for Business Associate to use and disclose PHI as permitted herein and only disclose to Business Associate the minimum Protected Health Information necessary to allow Business Associate to perform its obligations under the Onsite Services Agreement.

7. Access and Amendment. In accordance with 45 CFR § 164.524, Business Associate shall permit Customer or, at Customer's request, an individual (or the individual's designee) to inspect and obtain copies of any PHI about the individual that is in Business Associate's custody or control and that is maintained by Business Associate in a Designated Record Set. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Customer and the individual. Business Associate will, upon receipt of notice from Customer, promptly amend or permit Customer access to amend PHI held in a Designated Record Set by Business Associate so that Customer may meet its amendment obligations under 45 CFR § 164.526.

8. Accounting. Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to HITECH, Business Associate will record for each disclosure that Business Associate makes of PHI the information necessary for Customer to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Business Associate shall also record such information with respect to electronic PHI held by Business Associate as would be required under the regulations for Covered Entities beginning on the effective date of such regulations. Business Associate will make information required to be recorded pursuant to this Section available to Customer promptly upon Customer's request for the period requested, but for no longer than required by the HIPAA Rules (except Business Associate need not have any information for disclosures occurring before the effective date of this BAA).

9. Inspection of Books and Records. Business Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to Customer or HHS to determine compliance with the HIPAA Rules.

10. Reporting. To the extent Business Associate becomes aware or discovers any use or disclosure of PHI not permitted by this BAA, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Business Associate shall promptly report such use, disclosure, Security Incident or Breach to Customer. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or a non-permitted use or disclosure of PHI that is caused by Business Associate. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Business Associate to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Customer shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

11. Term and Termination. This BAA shall be effective as of the effective date of the Onsite Services Agreement and shall remain in effect until termination of the Onsite Services Agreement. Either party may terminate this BAA and the Onsite Services Agreement effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching

party determines that cure is not possible, such party may terminate this BAA and the Onsite Services Agreement effective immediately upon written notice to other party.

Upon termination of this BAA for any reason, Business Associate will, if feasible, return to Customer or destroy all PHI maintained by Business Associate in any form or medium, including all copies of such PHI. Further, Business Associate shall recover any PHI in the possession of its Subcontractors and return to Customer or securely destroy all such PHI. In the event that Business Associate determines that returning or destroying any PHI is infeasible, Business Associate may maintain such PHI but shall continue to abide by the terms and conditions of this BAA with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this BAA for any reason, all of Business Associate's obligations under this BAA shall survive termination and remain in effect (a) until Business Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Business Associate retains any PHI pursuant to this Section.

12. General Provisions. In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the parties shall negotiate in good faith to amend this BAA to remain in compliance with such regulations. Any ambiguity in this BAA shall be resolved to permit Customer and Business Associate to comply with the HIPAA Rules. Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this BAA override and control any conflicting term or condition of the Onsite Services Agreement and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the Onsite Services Agreement remain in full force and effect.

This BAA is executed as of May 09, 2016 (the "Effective Date").

CATAPULT HEALTH, LLC

CUSTOMER: Webb County

By: _____

By: _____

Name: David Michel

Name: **Honorable Judge Tano E. Tijerina**

Title: President & CEO

Title: **Webb County Judge**

Address: 8144 Walnut Hill Lane, Suite 1120

Address: **1000 Houston St, 3rd Floor**

City, State, Zip: Dallas, TX 75231

City, State, Zip: **Laredo, Texas 78040**