

AGREEMENT

THIS AGREEMENT is made and entered into effective December 9, 2025, by and between the COUNTY OF FRESNO, hereinafter referred to as "COUNTY", and Navia Benefit Solutions, Inc., a Washington state corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY desires to obtain certain health benefit administrative services, including processing COUNTY retirees' enrollment, billing and reporting, for County retirees that are 65 years of age or older (hereinafter "post-65 retirees"); and

WHEREAS, the COUNTY participates in health insurance programs for its employees and retirees under the age of 65, offered through its participation in the San Joaquin Valley Insurance Authority (SJVIA); and

WHEREAS, the SJVIA offers additional administrative services including consolidated eligibility and billing services through its separate agreement with CONTRACTOR; and

WHEREAS, the COUNTY desires to ensure consistency and efficiency in health benefit administrative services offered through the SJVIA by matching pricing and services for its post-65 retirees; and

WHEREAS, the CONTRACTOR represents that it is willing and able to provide the health benefit administrative services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. The CONTRACTOR shall provide health benefit administrative services as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

B. The CONTRACTOR shall provide the COUNTY with general administrative services that include, but are not limited to:

1. Furnishing necessary training to County personnel to assist the COUNTY in utilizing the CONTRACTOR'S services.

2. Furnishing the COUNTY with all available information from the CONTRACTOR's records which the COUNTY, in its determination, may need and/or request.

3. Referral of participants to the COUNTY as reasonably necessary for clarification of any enrollment or other service request made by any post-65 retiree.

The CONTRACTOR is responsible for compliance with the Internal Revenue Code and other Federal, State or local laws applicable to the CONTRACTOR.

2. OBLIGATIONS OF THE COUNTY

A The COUNTY is solely responsible for compliance with the Internal Revenue Code and other Federal, State or local laws applicable to the COUNTY.

B. The COUNTY is solely responsible for the accuracy and integrity of COUNTY data.

3. TERM

This Agreement shall become effective on the 1st day of January, 2026 and shall terminate on the 31st day of December, 2026, unless otherwise terminated by COUNTY, as provided herein.

4. TERMINATION

A Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the COUNTY. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the COUNTY;
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY

1 of any breach of this Agreement or any default which may then exist on the part of the
2 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
3 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
4 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
5 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
6 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
7 demand.

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9 C. Without Cause - Under circumstances other than those set forth above,
10 this Agreement may be terminated by COUNTY upon the giving of sixty (60) days advance written
11 notice of an intention to terminate to CONTRACTOR.

12 4. COMPENSATION: COUNTY agrees to pay CONTRACTOR and
13 CONTRACTOR agrees to receive compensation as follows: \$2.00 Per Post-65 Retiree Per Month
14 (PRPM) paid monthly throughout the term of this Agreement per the compiled monthly
15 transmittals. The PRPM fee will be paid in arrears and is based on the actual number of eligible
16 Medicare retirees as determined by the COUNTY and as used for all eligibility purposes for the
17 specific contract month.

18 5. OWNERSHIP OF DATA: All data delivered by the COUNTY to
19 CONTRACTOR, or which is created by either party for the COUNTY in connection with the
20 performance of this Agreement, shall be the exclusive property of the COUNTY Plan.
CONTRACTOR
21 shall be the custodian of such data and will immediately make such data available to the COUNTY
22 upon request during normal working hours. CONTRACTOR shall return or destroy all
23 personnel/payroll raw data collected or generated in connection with the performance of the
24 Agreement within thirty (30) days of the termination of this Agreement upon written request of the
25 COUNTY and CONTRACTOR shall not access or use said data for any purpose other than in
26 connection with the performance of this Agreement or for CONTRACTOR'S administrative and
27 legal obligations.

28 Records Generally: Employer and Navia shall retain records and supporting documentation sufficient to
document its satisfaction of its obligations under this Agreement in accordance with laws and generally
accepted accounting principles for at least eight (8) years from the date such record or documentation is
created.

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30 6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

1 A. The parties to this Agreement shall be in strict conformance with all
2 applicable Federal and State of California laws and regulations, including but not limited to
3 Sections 5328, 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and
4 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the
5 California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations,
6 and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to
7 Section 1320 D et seq. of Title 42, United States Code (USC) and its implementing regulations,
8 including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health
9 Information Technology for Economic and Clinical Health Act (HITECH) regarding the
10 confidentiality and security of patient information, and the Genetic Information Nondiscrimination
11 Act (GINA) of 2008 regarding the confidentiality of genetic information.

12 Except as otherwise provided in this Agreement, CONTRACTOR, as a
13 Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) to
14 perform functions, activities or services for or on behalf of COUNTY, as specified in this
15 Agreement, provided that such use or disclosure shall not violate the Health Insurance Portability
16 and Accountability Act (HIPAA), 42 USC 1320d et seq. The uses and disclosures of PHI may not
17 be more expansive than those applicable to COUNTY, as the "Covered Entity" under the HIPAA
18 Privacy Rule (45 CFR 164.500 et seq.), except as authorized for management, administrative or
19 legal responsibilities of the Business Associate.

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1 B. CONTRACTOR, including its subcontractors and employees, shall protect,
2 from unauthorized access, use, or disclosure PHI and genetic information, concerning persons
3 receiving services pursuant to this Agreement, except where permitted in order to carry out data
4 aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504
5 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services pursuant
6 to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR shall
7 not use PHI or genetic information for any purpose other than carrying out CONTRACTOR's
8 obligations under this Agreement.

9 C. CONTRACTOR, including its subcontractors and employees, shall not
10 disclose PHI or genetic information to any person or entity, except as otherwise specifically
11 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required
12 by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is
13 permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable efforts
14 to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or
15 request.

16 D. For purposes of the above sections, genetic information shall include
17 genetic tests of family members of an individual or individual, manifestation of disease or disorder
18 of family members of an individual, or any request for or receipt of, genetic services by individual
19 or family members. Family member means a dependent or any person who is first, second, third,
20 or fourth degree relative.

21 E. CONTRACTOR shall provide access, at the request of COUNTY, and in
22 the time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45
23 CFR Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45
24 CFR Section 164.524 regarding access by individuals to their PHI. With respect to individual
25 requests, access shall be provided within thirty (30) days from request. Access may be extended
26 if CONTRACTOR cannot provide access and provides individual with the reasons for the delay
27 and the date when access may be granted. PHI shall be provided in the form and format
28 requested by the individual or COUNTY.

1 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at
2 the request of COUNTY or individual, and in the time and manner designated by COUNTY in
3 accordance with 45 CFR Section 164.526.

4 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner
5 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to
6 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI
7 in accordance with 45 CFR Section 164.528.

8 F. CONTRACTOR shall report to COUNTY, in writing, any knowledge or
9 reasonable belief that there has been unauthorized access, use, disclosure, security incident, or
10 breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately
11 and without reasonable delay and in no case later than five (5) business days of discovery, unless
12 applicable law requires earlier or immediate notice. Immediate notification shall be made to
13 COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA
14 Representative, within five (5) business days of discovery. The notification shall include, to the
15 extent possible, the identification of each individual whose unsecured PHI has been, or is
16 reasonably believed to have been, accessed, acquired, used, disclosed, or breached.

17 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action
18 pertaining to such unauthorized disclosure required by applicable Federal and State Laws and
19 regulations. CONTRACTOR shall investigate such breach and to the extent Contractor solely
20 caused the breach, Contractor is responsible for all notifications required by law and regulation or
21 deemed necessary by the Parties and shall provide a written report of the investigation and
22 reporting required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's
23 DPH HIPAA Representative. If the breach is caused by County, County is responsible for all
24 notifications required by law and regulation or deemed necessary by the Parties. This written
25 investigation and description of any reporting necessary shall be postmarked within the thirty (30)
26 working days of the discovery of the breach to the addresses below:

27 County of Fresno
28 Dept. of Public Health

County of Fresno
Dept. of Public Health

County of Fresno
Dept. of Internal Services

1 HIPAA Representative
(559) 600-6439

2 P.O. Box 11867

3 Fresno, CA 93775
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Privacy Officer
(559) 600-6405

P.O. Box 11867

Fresno, CA 93775

Information Security Officer
(559) 600-5800

333 W. Pontiac Way

Clovis, CA 93612

5 G. CONTRACTOR shall make its internal practices, books, and records
6 relating to the use and disclosure of PHI received from COUNTY, or created or received by the
7 CONTRACTOR on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but
8 not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR
9 shall make its internal practices, books, and records relating to the use and disclosure of PHI
10 received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY,
11 available to the United States Department of Health and Human Services (Secretary) upon
12 demand.

13 CONTRACTOR shall cooperate with the compliance and investigation reviews
14 conducted by the Secretary. PHI access to the Secretary must be provided during the
15 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any
16 time must be granted. Upon the Secretary's compliance or investigation review, if PHI is
17 unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to
18 obtain the information to the Secretary.

19 H. Safeguards

20 CONTRACTOR shall implement administrative, physical, and technical safeguards
21 as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and
22 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI,
23 that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized
24 access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.
25 CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and
26 vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall
27 develop and maintain a written information privacy and security program that includes
28 administrative, technical and physical safeguards appropriate to the size and complexity of

1 CONTRACTOR's operations and the nature and scope of its activities. Upon COUNTY's request,
2 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

3 CONTRACTOR shall implement strong access controls and other security
4 safeguards and precautions in order to restrict logical and physical access to confidential,
5 personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions
6 shall include the following administrative and technical password controls for all systems used to
7 process or store confidential, personal, or sensitive data:

8 1. Passwords must not be:

- 9 a. Shared or written down where they are accessible or recognizable by
10 anyone else; such as taped to computer screens, stored under keyboards,
11 or visible in a work area;
12 c. Stored in clear text

13 2. Passwords must be:

- 14 a. Eight (8) characters or more in length;
15 b. Changed immediately if revealed or compromised; and
16 c. Composed of characters from at least three (3) of the following four (4)
17 groups from the standard keyboard:
18 1) Upper case letters (A-Z);
19 2) Lowercase letters (a-z);
20 3) Arabic numerals (0 through 9); and
21 4) Non-alphanumeric characters (punctuation symbols).

22 CONTRACTOR shall implement the following security controls on each workstation
23 or portable computing device (e.g., laptop computer) containing confidential,
24 personal, or sensitive data:

- 25 1. Network-based firewall and/or personal firewall;
26 2. Continuously updated anti-virus software; and
27 3. Patch management process including installation of all operating
28 system/software vendor security patches.

1 CONTRACTOR shall utilize a commercial encryption solution that has received
2 FIPS 140-3 validation to encrypt all confidential, personal, or sensitive data stored on portable
3 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
4 computing devices (including, but not limited to, laptop and notebook computers).

5 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail
6 or other internet transport protocol unless the data is encrypted. CONTRACTOR must apply
7 appropriate sanctions against its employees who fail to comply with these safeguards.

8 CONTRACTOR must adopt procedures for terminating access to PHI when employment of
9 employee ends.

10 I. Mitigation of Harmful Effects

11 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
12 suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or
13 breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these
14 provisions. CONTRACTOR must document suspected or known harmful effects and the
15 outcome.

16 J. CONTRACTOR's Subcontractors

17 CONTRACTOR shall ensure that any of its contractors, including subcontractors, if
18 applicable, to whom CONTRACTOR provides PHI received from or created or received by
19 CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions
20 that apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable, the
21 relevant provisions of these provisions into each subcontract or sub-award to such agents or
22 subcontractors.

23 K. Employee Training and Discipline

24 CONTRACTOR shall train and use reasonable measures to ensure compliance with
25 the requirements of these provisions by employees who assist in the performance of functions or
26 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
27 employees who intentionally violate any provisions of these provisions, including termination of
28 employment.

1 L. Termination for Cause

2 Upon COUNTY's knowledge of a material breach of these provisions by
3 CONTRACTOR, COUNTY shall either:

- 4 1. Provide an opportunity for CONTRACTOR to cure the breach or end the violation
5 and terminate this Agreement if CONTRACTOR does not cure the breach or end
6 the violation within the time specified by COUNTY; or
7 2. Immediately terminate this Agreement if CONTRACTOR has breached a material
8 term of these provisions and cure is not possible.
9 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer shall
10 report the violation to the Secretary of the U.S. Department of Health and Human
11 Services.

12 M. Judicial or Administrative Proceedings

13 COUNTY may terminate this Agreement in accordance with the terms and
14 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
15 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or
16 (2) there is a finding or stipulation that the CONTRACTOR has violated a privacy or security
17 standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an
18 administrative or civil proceeding in which the CONTRACTOR is a party.

19 N. Effect of Termination

20 Upon termination or expiration of this Agreement for any reason, CONTRACTOR
21 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR
22 on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies
23 of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the
24 protections of these provisions to such information, and limit further use of such PHI to those
25 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to
26 PHI that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If
27 CONTRACTOR destroys the PHI data, a certification of date and time of destruction shall be
28 provided to the COUNTY by CONTRACTOR upon written request.

1 0. Disclaimer

2 COUNTY makes no warranty or representation that compliance by CONTRACTOR
3 with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or
4 satisfactory for CONTRA CTOR's own purposes or that any information in CONTRACTOR's
5 possession or control, or transmitted or received by CONTRACTOR, is or will be secure from
6 unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely responsible
7 for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

8 P. Amendment

9 The parties acknowledge that Federal and State laws relating to electronic data
10 security and privacy are rapidly evolving and that amendment of these provisions may be required
11 to provide for procedures to ensure compliance with such developments. The parties specifically
12 agree to take such action as is necessary to amend this agreement in order to implement the
13 standards and requirements of HIPAA, the HIPAA regulations, the HITECH Act and other
14 applicable laws relating to the security or privacy of PHI. COUNTY may terminate this Agreement
15 upon thirty (30) days written notice in the event that CONTRACTOR does not enter into an
16 amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole
17 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA
18 regulations and the HITECH Act.

19 Q. No Third-Party Beneficiaries

20 Nothing express or implied in the terms and conditions of these provisions is intended to confer,
21 nor shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and
22 their respective successors or assignees, any rights, remedies, obligations or liabilities
23 whatsoever.

24 R. Interpretation

25 The terms and conditions in these provisions shall be interpreted as broadly as
26 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State
27 laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be
28 resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA

1 regulations.

2 S. Regulatory References

3 A reference in the terms and conditions of these provisions to a section in the

4 HIPAA regulations means the section as in effect or as amended.

5 T. Survival

6 The respective rights and obligations of CONTRACTOR as stated in this Section
7 shall survive the termination or expiration of this Agreement.

8 U. No Waiver of Obligations

9 No change, waiver or discharge of any liability or obligation hereunder on any one or
10 more occasions shall be deemed a waiver of performance of any continuing or other obligation, or
11 shall prohibit enforcement of any obligation on any other occasion.

12 8. INDEPENDENT CONTRACTOR: In performance of the work, duties and
13 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
14 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
15 employees will at all times be acting and performing as an independent contractor, and shall act in
16 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
17 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
18 direct the manner or method by which CONTRACTOR shall perform its work and function.

19 However, COUNTY shall retain the right to administer this Agreement so as to verify that
20 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

21 CONTRACTOR and COUNTY shall comply with all applicable provisions of
22 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
23 matters the subject thereof.

24 Because of its status as an independent contractor, CONTRACTOR shall have
25 absolutely no right to employment rights and benefits available to COUNTY employees.

26 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
27 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
28 responsible and save COUNTY harmless from all matters relating to payment of

1 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
2 regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
4 Agreement.

5 9. MODIFICATION: Any matters of this Agreement may be modified from time to
6 time by the written consent of all the parties without, in any way, affecting the remainder.

7 10. NON-ASSIGNMENT: Neither party may assign, transfer or sub-contract this
8 Agreement nor their rights or duties under this Agreement without the prior written consent of the
9 other party.

10 11. **Indemnity.** The CONTRACTOR shall indemnify and hold harmless and
11 defend the COUNTY (including its officers, agents, employees, and volunteers) against all
12 claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
13 penalties, and liabilities of any kind incurred by the COUNTY that arise from or relate to the
14 performance or breach of this Agreement by the CONTRACTOR (or any of its officers, agents,
15 subcontractors, or employees). The COUNTY may conduct or participate in its own defense
16 without affecting the CONTRACTOR's obligation to indemnify and hold harmless or defend the
17 County.

18 13. INSURANCE
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1 A. Required Insurance

2 Without limiting the COUNTY's right to obtain indemnification from
3 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
4 force and effect, the following insurance policies or a program of self-insurance, including but not
5 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
6 term of the Agreement:

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than Two Million
9 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
10 (\$4,000,000). This policy shall be issued on a per occurrence basis.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits of not less than One
13 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
14 should include any auto used in connection with this Agreement.

15 C. Professional Liability

16 CONTRACTOR shall maintain Professional Liability Insurance with limits of
17 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
18 (\$3,000,000.00) annual aggregate.

19 D. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the
21 California Labor Code.

22 E. Technology Professional Liability (Errors and Omissions)

23 Technology professional liability (errors and omissions) insurance with limits
24 of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Coverage shall
25 encompass all of the CONTRACTOR's duties and obligations that are the subject of this
26 Agreement. Coverage shall include, but not be limited to, any and all claims, damages, costs,
27 fees, regulatory fines and penalties, or forms of legal action involving Cyber Risks.
28

1 F. Cyber Liability

2 Cyber liability insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence. Coverage shall include, but not be limited to, any and all
4 claims, damages, costs, fees, regulatory fines and penalties, or forms of legal action involving
5 Cyber Risks. The cyber liability policy shall be endorsed to cover the full replacement value of,
6 damage to, alteration of, loss of, theft of, ransom of, or destruction of intangible property
7 (including but not limited to information or data) that is in the care, custody, or control of
8 CONTRACTOR.

9 G. Employer's Liability

10 Employer's Liability. Employer's liability insurance with limits of not less than
One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease

11 For purposes of the technology professional liability insurance and the cyber liability
12 insurance required under this Agreement, Cyber Risks include, but are not limited to, (i) security
13 breaches, which include disclosure of, whether intentional or unintentional, information provided
14 by COUNTY, information provided by or obtained from any employee, or personal-identifying
15 information relating to any employee, to an unauthorized third party; (ii) breach of any of
16 CONTRACTOR's obligations under this Agreement relating to data security, protection,
17 preservation, usage, storage, transmission, and the like; (iii) infringement of intellectual property
18 including, but not limited to, infringement of copyright, trademark, and trade dress; (iv) invasion
19 of privacy, including any release of private information; (v) information theft by any person or
20 entity, whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii)
21 extortion related to CONTRACTOR's obligations under this Agreement regarding electronic
22 information, including information provided by COUNTY, information provided by or obtained
23 from any employee, or personal-identifying information relating to any employee; (viii) network
24 security; **(ix)** data breach response costs, including security breach response costs; (x)
25 regulatory fines and penalties related to CONTRACTOR's obligations under this Agreement
26 regarding electronic information, including information provided by COUNTY, information
27 provided by or obtained from an employee, or personal-identifying information relating to any
28 employee; and **(xi)** credit monitoring expenses.

29 B. Additional Requirements Relating to Insurance

30 CONTRACTOR shall obtain endorsements to the Commercial General Liability

1 insurance naming the COUNTY, its officers, agents, and employees, individually and collectively,
2 as additional insured, but only insofar as the operations under this Agreement are concerned.
3 Such coverage for additional insured shall apply as primary insurance and any other insurance, or
4 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only
5 and not contributing with insurance provided under CONTRACTOR's policies herein. This
6 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written
7 notice given to COUNTY.

8 CONTRACTOR hereby waives its right to recover from COUNTY, its officers,
9 agents, and employees any amounts paid by the policy of worker's compensation insurance
10 required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to
11 such policy that may be necessary to accomplish such waiver of subrogation, but
12 CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
13 CONTRACTOR obtains such an endorsement.

14 Within thirty (30) days from the date CONTRACTOR signs and executes this
15 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
16 above for all of the foregoing policies, as required herein, to the COUNTY, (Hollis Magill, Director
17 of Human Resources, 2220 Tulare Street, 16th Floor, Fresno, CA 93721), stating that such
18 insurance coverage have been obtained and are in full force; that the COUNTY, officers, agents
19 and employees will not be responsible for any premiums on the policies; that for such worker's
20 compensation insurance that CONTRACTOR has waived its right to recover from the COUNTY,
21 its officers, agents and employees any amounts paid under the insurance policy and that waiver
22 does not invalidate the insurance policy; that such Commercial General Liability insurance names
23 the COUNTY, its officers, agents and employees, individually and collectively, as additional
24 insured, but only insofar as the operations under this Agreement are concerned; that such
25 coverage for additional insured shall apply as primary insurance and any other insurance, or
26 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
27 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
28 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,

1 written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance
3 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
4 suspend or terminate this Agreement upon the occurrence of such event.

5 All policies shall be with admitted insurers licensed to do business in the State
6 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
7 Best, Inc. rating of A FSC VII or better.

8 14. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
9 business hours, and as often as the COUNTY may deem necessary, make available to the
10 COUNTY for examination all of its records and data with respect to the matters covered by this
11 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
12 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
13 with the terms of this Agreement.

14 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
15 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
16 after final payment under contract (Government Code Section 8546.7).

17 15. NOTICES: The persons and their addresses having authority to give and
18 receive notices under this Agreement include the following:

19 COUNTY
20 Hollis Magill,
21 Director of Human Resources
22 2220 Tulare Street. 16th Floor
23 Fresno. CA 93721

CONTRACTOR
Attention: Legal/Compliance Department
Navia Benefit Solutions, Inc.
600 Naches Ave SW
Renton. WA 98057

24 All notices between the COUNTY and CONTRACTOR provided for or
25 permitted under this Agreement must be in writing and delivered either by personal service, by
26 first-class United States mail, by an overnight commercial courier service, or by telephonic
27 facsimile transmission. A notice delivered by personal service is effective upon service to the
28 recipient. A notice delivered by first-class United States mail is effective three COUNTY business

1 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
2 delivered by an overnight commercial courier service is effective one COUNTY business day after
3 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
4 instructions given for next day delivery, addressed to the recipient. A notice delivered by
5 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
6 transmission is completed outside of COUNTY business hours, then such delivery shall be
7 deemed to be effective at the next beginning of a COUNTY business day), provided that the
8 sender maintains a machine record of the completed transmission. For all claims arising out of or
9 related to this Agreement, nothing in this section establishes, waives, or modifies any claims
10 presentation requirements or procedures provided by law, including but not limited to the
11 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
12 810).

13 16. GOVERNING LAW: Venue for any action arising out of or related to this
14 Agreement shall only be in Fresno County, California.

15 The rights and obligations of the parties and all interpretation and performance
16 of this Agreement shall be governed in all respects by the laws of the State of California.

17 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
18 applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit
19 corporation) or if during the term of the agreement, the CONTRACTOR changes its status to
20 operate as a corporation.

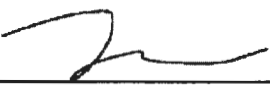
21 Members of the CONTRACTOR's Board of Directors shall disclose any self-
22 dealing transactions that they are a party to while CONTRACTOR is providing goods or
23 performing services under this agreement. A self-dealing transaction shall mean a transaction to
24 which the CONTRACTOR is a party and in which one or more of its directors has a material
25 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
26 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
27 attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the
28 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

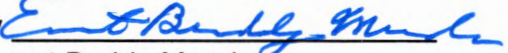
1 18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
2 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
3 supersedes all previous Agreement negotiations, proposals, commitments, writings,
4 advertisements, publications, and understanding of any nature whatsoever unless expressly
5 included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 day and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

4
5 
6 By: _____
(Authorized Signature)

By: 
Ernest Buddy Mendes
Chairman of the Board of Supervisors of
the County of Fresno

7 Tina Boyd Secretary

8 Print Name & Title

9 707 S Grady Way Suite 350

10 Renton WA 98057


11 Mailing Address

12 Date: 11/11/25

Date: 12-9-25

13
14 **ATTEST:**

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

15
16
17
18 By: 
19 Deputy

20
21
22
23
24
25 **FOR ACCOUNTING USE ONLY:**

26 Fund No: 1060

Subclass: 10000

27 ORG No: 89250200

28 Account No: 7185

EXHIBIT A

CONTRACTOR will provide the following Administrative Services for the COUNTY's Medicare retirees (Post-65 retirees):

1. Process retirees' enrollment/billing paperwork once received from COUNTY;
2. Track benefits elected by retirees and covered family members;
3. Send retirees introductory letter containing payment options (e.g. payment coupons for check or money order, ACH for auto-payment, credit cards);
4. Track and collect retirees' monthly premiums;
5. Remit premiums to COUNTY directly (CONTRACTOR does not send to carriers);
6. Notify COUNTY of all retiree terminations;
7. Store COUNTY benefit plan rules, including eligibility restrictions, waiting periods, volume and age calculation frequencies;
8. Maintain standard reporting system, including various census, discrepancy, enrollment, and audit reports.

EXHIBIT "B"

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

EXHIBIT "B"

(1) Company Board Member Information:			
Name:	N/A	Date:	
Job Title:			
(2) Company/Agency Name and Address:			
N/A			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	

EXHIBIT "C"

Data Security

1. Definitions

Capitalized terms used in this Exhibit C have the meanings set forth in this section 1.

(A) "Authorized Employees" means the Contractor's employees who have access to Personal Information.

(B) "Authorized Persons" means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit C.

(C) "Director" means the County's Director of Human Resources or his or her designee.

(D) "Disclose" or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(E) "Person" means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) "Personal Information" means any and all information, including any data, provided, or to which access is provided, that is personal information within

the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e).
Personal Information does not include personal health information exempt from the CCPA or publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(G) "Privacy Practices Complaint" means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit C.

(H) "Security Safeguards" means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit C.

(I) "Security Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure. (J) "Use" or any derivative of that word means to receive, acquire, collect, apply,

manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

(A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement, as required by law, or as necessary to administer the Services.

(B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the

County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.

(C) The Contractor agrees and covenants in favor of the County that the Contractor shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

(ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Agreement and Exhibit C;

(iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, except for this Section C(ii), without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and

(D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

3. Information Security

(A) Both Parties covenant, represent and warrant that any use or disclosure of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other

applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same relating to County Personal Information.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit C, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

(i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

(ii) in the event Contractor connects to County's computing systems, such connection will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

(iii) to the extent that the connection to the County's cloud contain or provide access to Personal Information, (a) the Parties shall employ adequate controls and data security measures, both internally and

externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption; (c) having and

maintaining network, device application, database and platform security; (d) maintaining

authentication and access controls within media, computing equipment, operating systems, and

software applications; and (e) installing and maintaining in all mobile, wireless, or handheld

devices a secure internet connection, having continuously updated anti-virus software protection

and a remote wipe feature always enabled;

(iv) encrypting all Personal Information at advance encryption standards of Advanced

Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but

not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over

public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);

(v) logical segregation of Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;

(vi) having a patch management process including installation of all operating system and software vendor security patches;

(vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and

(viii) providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit C. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently.

(F) County may contact naviasecurity@naviabenefits.com twenty-four (24) hours per day, excluding holidays and weekends.

(G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

(H) Navia will redirect to Employer any requests that Navia receives from a Covered Individual pursuant to the CCPA, and which expressly identifies Employer. Navia will provide Employer with commercially reasonable support to handle requests made by a Covered Individual pursuant to the CCPA.

4. Security Breach Procedures

(A) Immediately upon the Contractor's determination of a Security

Breach, but no later than five business days, the Contractor shall (i) notify the Director of the Security Breach, by email at the following

email address: (559) 600-1801 / HMagill@fresnocountyca.gov (which telephone number and

email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit C, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:

- (i) assisting the County in conducting any investigation;
- (ii) providing the County with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach. However, if it is determined that the Security Breach was caused by County or County's employee or agent then County shall be responsible at its cost, for all notifications required by law and regulation.

(C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit C, all at the Contractor's sole expense, except if such complaint is not due to the acts or omission of Contractor (i.e. due to the acts of the County themselves, a third-party bad actor, or the County's other agent) in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a

Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

(D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

(E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

(A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit C, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement, any third-party will execute a confidentiality agreement or business associate agreement with the County to ensure that such information may be shared in compliance with all applicable laws. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the

effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit C.

(C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit C that apply to the Contractor with respect to such Personal Information by incorporating substantially similar provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this

Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit C, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, upon request for destruction or return of the information, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit C to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit C may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "County Indemnitee") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of

whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit C and the cost of pursuing any insurance providers, (hereinafter referred to as "Damages"), arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit C or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8, except County shall be responsible for any Damages cause by County or County's employees or other agents (i.e. broker, data transmission provider, carrier, or similar vendors or subcontractor) The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit C shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit C is intended to confer, nor shall anything in this Exhibit C confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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25 **EXHIBIT D BUSINESS ASSOCIATE AGREEMENT**

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA'), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit D other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit D but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions

- 1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2. Business Associate. "Business Associate" shall mean Navia Benefit Solutions, Inc. ("Navia").
- 1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).
- 1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.5. HHS. "HHS" shall mean the Department of Health and Human Services.
- 1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

- 1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.
- 1.12. Secretary. "Secretary" shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.
- 1.13. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- 1.14. Security Rule. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.
- 1.15. Standards for Electronic Transactions Rule. "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- 1.16. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.
- 1.17. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning given the term "unsecured protected health information" in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

- 2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual's authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.
- 2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.
- 2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.
- 2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.
- 2.6. Notice of a Breach shall include, to the extent possible the following:
 - 2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
 - 2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.

2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).

2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.

2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.

Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Business Associate and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Business Associate selects, including through e-mail. Business Associate's obligation to report under this Section is not and will not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any Use, Disclosure, or Security Incident.

2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.

2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule

2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.

2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody and control of 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. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

- 2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.
- 2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
- 2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.
- 2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules.
- 2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.

3. Permitted Uses and Disclosures by Business Associate

- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.
- 3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be 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 Business Associate of any instance of which it is aware in which the confidentiality of the information has been Breached.
- 3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).
- 3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

- 5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

- 6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, is infeasible. Therefore, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.