e) the subscriber's entitlement to benefits under Title XVIII of the Social Security Act ("Medicare"); or
f) a Dependent child's loss of Dependent status under the Policy.

3. For COBRA only, with respect to a subscriber who is covered as a retiree, that retiree's Dependent spouse and Dependent children, the group's filing for reorganization under Title XI, United States Code, commencing on or after July 1, 1986.

4. With respect to any of the above, such other Qualifying Event as may be added to Title X of COBRA or the California Continuation Benefits Replacement Act (Cal-COBRA).

B. NOTIFICATION OF A QUALIFYING EVENT

1. With respect to COBRA Insureds:
The Insured must notify the group, in writing, of all qualifying events (divorce, legal separation, termination of a domestic partner or a child's loss of Dependent status) within 60 days of the date of the qualifying event. If the Insured fails to make the notification to the group within the required 60 days, the Insured will be disqualified from receiving continuation coverage. The Insured must elect continuation coverage within the 60 days of either (1) the date that the Insured's coverage under the Contract terminated or will terminate by reason of a qualifying event, or (2) the date the Insured was sent the notice of the required benefit information, premium information, enrollment forms, and disclosures to allow the qualified beneficiary to formally elect continuation coverage, whichever is later.

The group is responsible for notifying its COBRA administrator (or group administrator if the group does not have a COBRA administrator) of the Insured's death, termination, or reduction of hours of employment, the subscriber's Medicare entitlement or the group's filing for reorganization under Title XI, United States Code.

When the COBRA administrator is notified that a Qualifying Event has occurred, the COBRA administrator will, within 14 days, provide written notice to the Insured by first class mail of his or her right to continue group coverage under this Policy. The Insured must then notify the COBRA administrator within 60 days of the later of: (1) the date of the notice of the Insured's right to continue group coverage or (2) the date coverage terminates due to the Qualifying Event.

If the Insured does not notify the COBRA administrator within 60 days, the Insured's coverage will terminate on the date the Insured would have lost coverage because of the Qualifying Event.

2. With respect to Cal-COBRA Insureds:
The Insured is responsible for notifying the group in writing of the Employee's/subscribers death or Medicare entitlement, of divorce, legal separation, termination of a domestic partnership, or a child's loss of Dependent status under this Policy. Such notice must be given within 60 days of the date of the later of the Qualifying Event or the date on which coverage would otherwise terminate under this Policy because of a Qualifying Event. Failure to provide such notice within 60 days will disqualify the Insured from receiving continuation coverage under Cal-COBRA.

The group is responsible for notifying the vision plan Administrator in writing of termination or reduction of hours of employment within 30 days of the Qualifying Event.

When the vision plan Administrator is notified that a Qualifying Event has occurred, the vision plan Administrator will, within 14 days, provide written notice to the Insured by first class mail of his or her right to continue group coverage under this Policy. The Insured must then give the group notice in writing of the Insured's election of continuation coverage within 60 days of the later of: (1) the date of the notice of the Insured's right to continue group coverage, and (2) the date coverage terminates due to the Qualifying Event. The written election notice must be delivered to the vision plan Administrator by first-class mail or other reliable means.

If the Insured does not notify the vision plan Administrator within 60 days, the Insured's coverage will terminate on the date the Insured would have lost coverage because of the Qualifying Event.

If this Policy replaces a previous group Policy that was in effect with the group's, and the Insured had elected Cal-COBRA continuation coverage under the previous group, the Insured may choose to continue to be covered by this Policy for the balance of the period that the Insured could have continued to be covered under the previous group, provided that the Insured notify the vision plan Administrator within 30 days of receiving notice of the termination of the previous group.

C. DURATION OF CONTINUATION OF GROUP COVERAGE

Cal-COBRA Insureds will be eligible to continue coverage under this Policy for up to a maximum of 36 months regardless of the type of Qualifying Event.

COBRA Insureds will be eligible to continue coverage under this Policy for 18, 29, or 36 months depending on the type of Qualifying Event. Contact your group for more information.

Note:Domestic Partners and Dependent children of Domestic Partners cannot elect COBRA on their own, and are only eligible for COBRA if the subscriber elects to enroll. Domestic Partners and Dependent children of Domestic Partners may elect to enroll in Cal-COBRA on their own.

D. NOTIFICATION REQUIREMENTS OF CAL-COBRA EXTENSION

The group or its COBRA administrator is responsible for notifying COBRA Insureds of their right to possibly continue coverage under Cal-COBRA at least 90 calendar days before their COBRA coverage will end. The COBRA Insured should contact the group for more information about continuing coverage. If the Insured elects to apply for continuation of coverage under Cal-COBRA, the Insured must notify the group at least 30 days before COBRA termination.

E. PAYMENT OF PREMIUMS

Premiums for the Insured continuing coverage shall be 102 percent of the applicable group premium rate if the Insured is a COBRA Insured, or 110 percent of the applicable group premiums rate if the Insured is a Cal-COBRA Insured, except for the Insured who is eligible to continue group coverage to 29 months because of a Social Security disability determination, in which case, the premiums for months 19 through 29 shall be 150 percent of the applicable group premium rate.

Note: For COBRA Insureds who are eligible to extend group coverage under COBRA to 29 months because of a Social Security disability determination, premiums for Cal-COBRA coverage shall be 110 percent of the applicable group premiums rate for months 30 through 36.

If the Insured is enrolled in COBRA and is contributing to the cost of coverage, the group shall be responsible for collecting and submitting all premium contributions in the manner and for the period established under this Policy.

Cal-COBRA Insureds must submit premiums directly to the Vision Plan Administrator. The initial premiums must be paid within 45 days of the date the Insured provided written notification to the Vision Plan Administrator of the election to continue coverage and be sent to the Vision Plan Administrator through the MESVision website at (www.MESVision.com) or by first-class mail or other reliable means. The premiums payment must equal an amount sufficient to pay any required amounts that are due. Failure to submit the correct amount within the 45-day period will disqualify the Insured from continuation coverage.

F. EFFECTIVE DATE OF THE CONTINUATION OF COVERAGE

The continuation of coverage will begin on the date the Insured's coverage under this Policy would otherwise terminate due to the occurrence of a Qualifying Event and it will continue for up to the applicable period, provided that coverage is timely elected and so long as premiums are timely paid.

G. TERMINATION OF CONTINUATION OF GROUP COVERAGE

The continuation of group coverage will cease if any one of the following events occurs prior to the expiration of the applicable period of continuation of group coverage:

1. discontinuance of this group vision insurance Policy (if the group continues to provide any group benefit for subscribers, the Insured may be able to continue coverage);
2. failure to timely and fully pay the amount of required premiums as applicable. Coverage will end as of the end of the period for which premiums were paid;
3. the Insured becomes entitled to Medicare;
4. the Insured no longer resides in California;
5. the Insured commits fraud or deception in the use of the benefits of this Policy.

Continuation of group coverage in accordance with COBRA or Cal-COBRA will not be terminated except as described in this provision. In no event will coverage extend beyond 36 months.

H. NOTIFICATION REQUIREMENTS

The group must notify a qualified beneficiary during the 180 days prior to the expiration of continuation coverage of (1) the date continuation coverage will terminate and (2) the availability of any conversion coverage that is available.

SCHEDULE OF BENEFITS FOR COVERED SERVICES

If Covered Services are provided by a participating Ophthalmologist, Optician, or Optometrist, charges will be paid on the basis of prevailing fees[1], but not to exceed the "Participating Provider" allowances. If Covered Services are provided by a non-participating Ophthalmologist, Optician, or Optometrist, any difference between the allowance and the provider's charge is the patient's responsibility.

Deductible Amounts[2]:

Exam	$0.00
Material	$0.00

COVERED SERVICES & BENEFITS	ALLOWANCES	
	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Exam:		
Comprehensive Examination	Covered in Full	$40.00
Lenses:		
Single Vision	Covered in Full	$40.00
Bi-focal	Covered in Full	$60.00
Blended Segment	$72.50	$60.00
Tri-focal	Covered in Full	$80.00
Aphakic/Lenticular Monofocal	Covered in Full	$125.00
Aphakic/Lenticular Multifocal	Covered in Full	$125.00
High Power of 7.25 Diopters or more additional (per lens)	Covered in Full	$0[6]
Prism 1 ½ to 4 diopters (per lens)	Covered in Full	$0[6]
Prism 4 ½ to 10 diopters (per lens)	Covered in Full	$0[6]
Slab-off prism (per lens)	Covered in Full	$0[6]
Progressive	$89.50	$80.00
Polycarbonate for children up to age 19		
Single Vision	$0.00	$0.00
Bi-focal	$0.00	$0.00
Contact Lenses[3]:		
Non-Elective/Medically Necessary (one pair)	Covered in Full	$210.00
Elective/Cosmetic	$105.00	$105.00
Frame[4]:		
Selection up to retail amount of	$120.00	$45.00

[1] Prevailing Fees means a fee which falls within a range of charges, as submitted to Medical Eye Services, Inc. by providers within a geographical area.

[2] The Deductible is an amount of charges for Eligible Vision Expenses: (a) that You incur and (b) for which no benefits will be paid.

[3] The contact lens allowance is in lieu of other eyewear. The allowance includes the contact lens evaluation, fitting costs, and materials, except when the Insured has a separate fitting benefit. Any difference between the allowance and the provider's charge is a patient responsibility.

[4] The difference between the benefit amount and the charges for more expensive frames or unusual lenses, such as oversize, will be a patient responsibility. The retail frame allowance is reduced 30%-35% at provider locations employing wholesale or warehouse pricing. These provider locations are identified in the Participating Provider directory at www.mesvision.com.

[6] If the dollar amount related to a benefit/service is "0", this Policy does not cover the service. Any difference between the allowance and the provider's charge is the patient's responsibility.

[7] For groups with optional tint benefits, tints other than Pink or Rose #1 or #2 are paid according to the patient's benefit allowance. The balance of the charge for standard tints (any solid tint) exceeding the allowance is a provider fee adjustment. The balance of non-standard tints or coatings (such as gradient or double gradient and mirrored) is a patient responsibility.

You may also refer to the website at www.MESVision.com for benefit eligibility and claim history information or call 1-800-877-6372 to speak to a representative. Written inquiries may be forwarded to: Medical Eye Services, Inc., P.O. Box 25209, Santa Ana, CA 92799.

NOTICE OF AVAILABILITY CALIFORNIA LANGUAGE ASSISTANCE SERVICES

We are pleased to help you obtain vision care services in the language you understand at no charge to you.

INTERPRETER SERVICES

If you or a family member have limited English speaking skills and need verbal interpreter services or assistance arranging vision care services, the vision Policy administrator can assist you:

CALL **1-800-877-6372** for assistance with interpreter services; or

CALL the TTY/TDD LINE at **1-877-735-2929** for the hearing and speech impaired.

Hours of Operation: **Monday – Friday, 8:00 am – 5:00 pm Pacific Time**

TRANSLATION OF WRITTEN INFORMATION TO INSUREDS

The language most frequently requested to be translated among our membership is referred to as the "threshold language", which is currently Spanish. Upon your request, the administrator will translate written information that impacts your vision care coverage into the threshold language(s). To request translation of vision benefit documents:

CALL **1-800-877-6372,** Customer Service; or

CALL the TTY/TDD LINE at **1-877-735-2929** for the hearing and speech impaired.

Hours of Operation: **Monday – Friday, 8:00 am – 5:00 pm Pacific Time**

If unable to reach us, please contact the Department of Insurance Consumer Communications Bureau toll-free number at **1-800-927-HELP (4357) or TDD 1-800-482-4833.** Telephone lines are open from **8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday**, except state holidays.

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

NOTICE

This notice is added to and made part of the Policy or Certificate to which it is attached in compliance with Federal law.

THE POLICY AND THE CERTIFICATES ISSUED UNDER IT PROVIDE VISION-ONLY INSURANCE. THE COVERAGE PROVIDED UNDER THE POLICY IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE OR OTHER MINIMUM ESSENTIAL COVERAGE MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

Nothing contained herein shall be deemed to alter or affect any of the provisions of the Policy.

Signed by the Company:

President & CEO

GROUP INSURANCE CERTIFICATE PROVIDING SCHEDULED VISION CARE INSURANCE

Gerber Life Insurance Company
A Stock Company
Home Office: 1311 Mamaroneck Avenue, White Plains, New York 10605

Administrator
Medical Eye Services, Inc.
P.O. Box 25209
Santa Ana, CA 92799-5209
(800) 877-6372/TDD Line (877) 735-2929/www.mesvision.com

EXHIBIT B

APPLICATION FOR GROUP COVERAGE

- Full Service
- Eyewear Only
- Retirees

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

APPLICATION FOR GROUP COVERAGE: VISION

Group Applicant

Full Legal Name of Employer/Group: COUNTY OF RIVERSIDE (FULL SERVICE)		SIC:
Group Contact: DANA WEBB	E-mail Address: DFWebb@rc-hr.com	
Address (Street): 4080 LEMON STREET/PO BOX 1569		Telephone: 951.955.8290
City: RIVERSIDE	State: CA	Zip Code: 92502

Legal Entity:
☐ Corporation ☐ S-Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Trust ☐ Association ☒ Other:

Nature of Business: Local Government

Subsidiaries or Affiliates to be insured: ☒ No ☐ Yes, Full Legal Name(s):
1.

2.

Coverage Requested

(Benefit Frequency, Frame Allowance, Contact Lens Allowance)

1. Plan: PLAN C 12/12/12 $75 FRAME/$100 CONTACTS
2. Requested Effective Date: TBD
3. Number of Eligible employees: 13,946
4. Number of employees enrolling: 8753
5. Number of Eligible dependents: 18,916
6. Number of dependents enrolling: 9424 6a. Dependent age limit: 25
7. Waiting Period: Initial Employees: ☒ None Future Employees: ☐ One Month ☐ Other:
8. Employer Contribution: 0.00 % Employee / % Dependents
9. All or part of this insurance will replace similar coverage:
   ☐ No ☐ Yes, please submit copies of the policy(ies) and/or certificate(s)

Prior Carrier	Coverage	Termination Date
AIG/POLICY #VCP9522302	01/01/2004	N/A

10. Initial premium deposit: Minimum First Month Premium $ _____, Plus $ _____ Billing Fee.
TOTAL REMITTED: $ ___ N/A

Agreement

It is agreed that the policy will not become effective unless the application is approved by the Company at its Home Office at rates to be determined by the Company. The Premium Deposit will be refunded if the application is not approved by the Company. If approved, the effective date of the policy will be: (a) the effective date requested; or (b) the date the required number of Employees who are to contribute to the Cost of the Group Insurance have enrolled, whichever is later. The Applicant declares that to the best of his knowledge and belief, the statements and answers to the above questions are complete and true.

Authorization

Dated at: (City) Riverside (State) CA	This (Month) August (Day) 19, (Year) 2014
Witness (Licensed Broker/Agent) Brent Crane	By (Authorized Signature)
Print Broker/Agent Name: Brent Crane	Print Name: Michael Stock
Broker/Agent License Number: 0A27852	Title: Asst. CEO/Human Resources Director

RECEIVED
AUG 25 2014
BY:_____

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

Group Effective Date: TBD

Group Information

Name of Group: COUNTY OF RIVERSIDE (FULL SERVICE)

Billing Address:
Street: 4080 LEMON STREET/ PO BOX 1569 City: RIVERSIDE State: CA Zip: 92502

Billing Contact: DANA WEBB Title: Principal Analyst

Telephone: (951) 955-8290 Fax: (951) 955-8538 E-mail: DFWebb@rc-hr.com

Eligibility

Indicate the Number of Eligible Employees and the Number of Employees Initially Insured:

Plan: *(Benefit Frequency, Frame Allowance, Contact Lens Allowance)*	Copayment/ Deductible	Number of Eligible Employees	Number of Enrollment Forms
PLAN C 12/12/12 $75 FRAME/ $100 CONTACTS	$0	8753	N/A

Deliver Administration Package to: ☒ Group ☐ Broker/Agent ☐ MES Representative

If this insurance applied for is a replacement of existing insurance, are you the same broker/agent who previously wrote the case?
☐ Yes ☐ No

Rates (Please attach a copy of the proposal and rates.)

EE Only: $ 8.55	EE + 1 (Spouse or Child): $12.92	EE + Family (Spouse & Children): $17.48	EE + Children: $
Rate Guarantee: ☐ 12 months ☐ 24 months ☒ Other 12/31/16		Commission: NET % (Commission included in rate.)	

Broker/Agent Statement & Information

I hereby certify that all the information contained in this Application for Group Insurance is correct and I know nothing unfavorable about this entity or any individual proposed for the insurance. I have complied with underwriting rules and regulations and have explained in detail the coverages to the entity and its employees.

Broker/Agent Name: Brent Crane	Telephone: (801) 488-2575	Fax No.: (847) 953-4344
Company Name: Aon Consulting	Tax ID No.: 22-2232264	State Insurance License No.: 0763901
Broker/Agent Street Address (PO Box not acceptable): 707 Wilshire Blvd., Suite 2600		Broker/Agent E-mail Address: brent.crane@aonhewitt.com
City: Los Angeles	State: CA	Zip: 90017
General Broker/Agent (If Applicable)	Telephone	Fax No.
MES Regional Sales Manager / Telephone	Fax No.	Office

This form, the initial enrollment, and the first month's premium should be submitted to the local representative.

BROKER/AGENT SIGNATURE: _____ DATE: 8-19-2014

PRINT NAME: Brent Crane

Notice: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage.

RECEIVED
AUG 25 2014
BY: _____

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

APPLICATION FOR GROUP COVERAGE: VISION

Group Applicant

Full Legal Name of Employer/Group: COUNTY OF RIVERSIDE (EYEWARE ONLY)		SIC:
Group Contact: DANA WEBB	E-mail Address: DFWebb@rc-hr.com	
Address (Street): 4080 LEMON STREET/PO BOX 1569		Telephone: (951) 955-8290
City: RIVERSIDE	State: CA	Zip Code: 92502

Legal Entity:
☐ Corporation ☐ S-Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Trust ☐ Association ☒ Other:

Nature of Business: Local Government

Subsidiaries or Affiliates to be insured: ☒ No ☐ Yes, Full Legal Name(s):
1.

2.

Coverage Requested

(Benefit Frequency, Frame Allowance, Contact Lens Allowance) 1. Plan: Plan I 12/12 $75 FRAME/$100 CONTACTS	2. Requested Effective Date: TBD
3. Number of Eligible employees: 13,946	4. Number of employees enrolling: 617
5. Number of Eligible dependents: 18,916	6. Number of dependents enrolling: 405 6a. Dependent age limit: 25
7. Waiting Period: Initial Employees: ☒ None Future Employees: ☐ One Month ☐ Other:	
8. Employer Contribution: 0.00 % Employee / % Dependents	

9. All or part of this insurance will replace similar coverage:
☐ No ☐ Yes, please submit copies of the policy(ies) and/or certificate(s)

Prior Carrier	Coverage	Termination Date
AIG/POLICY #VCP9522302	01/01/2004	N/A

10. Initial premium deposit: Minimum First Month Premium $ ____, Plus $ ____ Billing Fee.
TOTAL REMITTED: $ N/A

Agreement

It is agreed that the policy will not become effective unless the application is approved by the Company at its Home Office at rates to be determined by the Company. The Premium Deposit will be refunded if the application is not approved by the Company. If approved, the effective date of the policy will be: (a) the effective date requested; or (b) the date the required number of Employees who are to contribute to the Cost of the Group Insurance have enrolled, whichever is later. The Applicant declares that to the best of his knowledge and belief, the statements and answers to the above questions are complete and true.

Authorization

Dated at: (City) Riverside (State) CA	This (Month) August (Day) 19, (Year) 2014
Witness (Licensed Broker/Agent)	By (Authorized Signature)
Print Broker/Agent Name: Brent Crane	Print Name: Michael Stock
Broker/Agent License Number: 0A27852	Title: Asst. CEO/Human Resources Director

RECEIVED
AUG 25 2014

BY:

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

Group Effective Date: TBD

Group Information

Name of Group: COUNTY OF RIVERSIDE (EYEWEAR ONLY)

Billing Address:
Street: 4080 LEMON STREET/PO BOX 1569 City: RIVERSIDE State: CA Zip: 92502

Billing Contact: DANA WEBB Title: Principal Analyst

Telephone: (951) 955-8290 Fax: (951) 955. 8538 E-mail: DF Webb @ re-hr.com

Eligibility

Indicate the Number of Eligible Employees and the Number of Employees Initially Insured:

Plan: *(Benefit Frequency, Frame Allowance, Contact Lens Allowance)*	Copayment/ Deductible	Number of Eligible Employees	Number of Enrollment Forms
PLAN 1 12/12 $75 FRAME/ $100 CONTACTS	$0	617	N/A

Deliver Administration Package to: ☒ Group ☐ Broker/Agent ☐ MES Representative

If this insurance applied for is a replacement of existing insurance, are you the same broker/agent who previously wrote the case?

☐ Yes ☐ No

Rates (Please attach a copy of the proposal and rates.)

EE Only: $ 7.22	EE + 1 (Spouse or Child): $11.50	EE + Family (Spouse & Children): $15.87	EE + Children: $

Rate Guarantee: ☐ 12 months ☐ 24 months ☒ Other 12/31/2016 Commission: NET % (Commission included in rate.)

Broker/Agent Statement & Information

I hereby certify that all the information contained in this Application for Group Insurance is correct and I know nothing unfavorable about this entity or any individual proposed for the insurance. I have complied with underwriting rules and regulations and have explained in detail the coverages to the entity and its employees.

Broker/Agent Name	Telephone	Fax No.
Brent Crane	(801) 488-2575	(847) 953-4344
Company Name	**Tax ID No.**	**State Insurance License No.**
AON Consulting	22-2232264	0763901
Broker/Agent Street Address (PO Box not acceptable)		**Broker/Agent E-mail Address:**
707 Wilshire Blvd., Suite 2600		brent.crane@aonhewitt.com
City:	**State:**	**Zip:**
Los Angeles	CA	90017
General Broker/Agent (If Applicable)	**Telephone**	**Fax No.**
MES Regional Sales Manager / **Telephone**	**Fax No.**	**Office**

This form, the initial enrollment, and the first month's premium should be submitted to the local representative.

BROKER/AGENT SIGNATURE: _____ DATE: 8-19-2014

PRINT NAME: Brent Crane

Notice: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage.

RECEIVED
AUG 25 2014
BY: _____

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

APPLICATION FOR GROUP COVERAGE: VISION

Group Applicant

Full Legal Name of Employer/Group: COUNTY OF RIVERSIDE (RETIREES)		SIC:
Group Contact: DANA WEBB	E-mail Address: DFWebb@rc-hr.com	
Address (Street): 4080 LEMON STREET/PO BOX 1569		Telephone: (951) 955-8290
City: RIVERSIDE	State: CA	Zip Code: 92502

Legal Entity:
☐ Corporation ☐ S-Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Trust ☐ Association ☒ Other:

Nature of Business: Local Government.

Subsidiaries or Affiliates to be insured: ☒ No ☐ Yes, Full Legal Name(s):
1.

2.

Coverage Requested

(Benefit Frequency, Frame Allowance, Contact Lens Allowance)

1. Plan: PLAN C 12/12/12 $120 FRAME/$105 CONTACTS
2. Requested Effective Date: TBD
3. Number of Eligible employees: 3,322
4. Number of employees enrolling: 1152
5. Number of Eligible dependents: 2,154
6. Number of dependents enrolling: 631 6a. Dependent age limit: 25
7. Waiting Period: Initial Employees: ☒ None Future Employees: ☐ One Month ☐ Other:
8. Employer Contribution: 0.00 % Employee / % Dependents
9. All or part of this insurance will replace similar coverage:
☐ No ☐ Yes, please submit copies of the policy(ies) and/or certificate(s)

Prior Carrier	Coverage	Termination Date
AIG/POLICY #VCP9522302	01/01/2009	N/A

10. Initial premium deposit: Minimum First Month Premium $ ____, Plus $ ____ Billing Fee.
TOTAL REMITTED: $ N/A

Agreement

It is agreed that the policy will not become effective unless the application is approved by the Company at its Home Office at rates to be determined by the Company. The Premium Deposit will be refunded if the application is not approved by the Company. If approved, the effective date of the policy will be: (a) the effective date requested; or (b) the date the required number of Employees who are to contribute to the Cost of the Group Insurance have enrolled, whichever is later. The Applicant declares that to the best of his knowledge and belief, the statements and answers to the above questions are complete and true.

Authorization

Dated at: (City) Riverside (State) CA	This (Month) August (Day) 19, (Year) 2014
Witness (Licensed Broker/Agent) Brent Crane	By (Authorized Signature)
Print Broker/Agent Name: Brent Crane	Print Name: Michael Stock
Broker/Agent License Number: 0A27852	Title: Asst. CEO/Human Resources Director

RECEIVED
AUG 25 2014
BY:

Gerber Life Insurance Company
1311 Mamaroneck Avenue
White Plains, New York 10605

Group Effective Date: TBD

Group Information

Name of Group: COUNTY OF RIVERSIDE (RETIREES)

Billing Address:
Street: 4080 LEMON STREET/PO BOX 1569 City: RIVERSIDE State: CA Zip: 92502

Billing Contact: DANA WEBB Title: Principal Analyst

Telephone: (951) 955-2274 Fax: (951) 955-8538 E-mail: DFWebb@rc-hr.com

Eligibility

Indicate the Number of Eligible Employees and the Number of Employees Initially Insured:

Plan: (*Benefit Frequency, Frame Allowance, Contact Lens Allowance*)	Copayment/ Deductible	Number of Eligible Employees	Number of Enrollment Forms
PLAN C 12/12/12 $120 FRAME/ $105 CONTACTS	$0	1152	N/A

Deliver Administration Package to: ☒ Group ☐ Broker/Agent ☐ MES Representative

If this insurance applied for is a replacement of existing insurance, are you the same broker/agent who previously wrote the case?

☐ Yes; ☐ No

Rates (Please attach a copy of the proposal and rates.)

EE Only: $ 10.17	EE + 1 (Spouse or Child): $19.48	EE + Family (Spouse & Children): $25.84	EE + Children: $

Rate Guarantee: ☐ 12 months ☐ 24 months ☒ Other 12/31/14 Commission: NET % (Commission included in rate.)

Broker/Agent Statement & Information

I hereby certify that all the information contained in this Application for Group Insurance is correct and I know nothing unfavorable about this entity or any individual proposed for the insurance. I have complied with underwriting rules and regulations and have explained in detail the coverages to the entity and its employees.

Broker/Agent Name	Telephone	Fax No.
Brent Crane	(801) 488-2575	(847) 953-4344
Company Name	**Tax ID No.**	**State Insurance License No.**
Aon Consulting	22-2232264	0763901
Broker/Agent Street Address (PO Box not acceptable)		**Broker/Agent E-mail Address:**
707 Wilshire Blvd., Suite 2600		brent.crane@aonhewitt.com
City:	**State:**	**Zip:**
Los Angeles	CA	90017
General Broker/Agent (If Applicable)	**Telephone**	**Fax No.**
MES Regional Sales Manager / **Telephone**	**Fax No.**	**Office**

This form, the initial enrollment, and the first month's premium should be submitted to the local representative.

BROKER/AGENT SIGNATURE: _____ DATE: 8-19-2014

PRINT NAME: Brent Crane

Notice: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage.

RECEIVED
AUG 25 2014
BY: _____

EXHIBIT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

BETWEEN THE COUNTY OF RIVERSIDE AND MEDICAL EYE SERVICES, INC.

HIPAA Business Associate Addendum

Between the County of Riverside and Medical Eye Services, Inc.

This HIPAA Business Associate Addendum (the "Addendum") supplements, and is made part of the Vision Benefits Administration Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Medical Eye Services, Inc. ("Contractor"), and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the

course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

(1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

(ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

(4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) 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.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make

the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: Brenda L. Diederichs

Title: Assistant Chief Executive Officer/Human Resources Director

Address: 4080 Lemon St. 7th floor