

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.38
(ID # 25298)

MEETING DATE:

Tuesday, June 25, 2024

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of the 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Administration Services Agreement with Aon Consulting, Inc. and 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Investment Consulting Services Agreement with Aon Investments USA Inc. for a total aggregate of \$3,933,741 for six (6) years with the option to renew for up to an additional five (5) years through June 30, 2035, All Districts. [Total Cost \$3,933,741; plus up to \$275,000 total aggregate as-needed additional compensation, 100% Plan Assets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Administration Services Agreement with Aon Consulting, Inc. for up to \$1,692,377 for six (6) years with the option to renew annually for up to an additional five (5) years through June 30, 2035;
2. Approve the 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Investment Consulting Services Agreement with Aon Investments USA Inc. for up to \$2,241,364 for six (6) years with the option to renew annually for up to an additional five (5) years through June 30, 2035;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of each agreement including extending the term and modifications of the statement of work; and (b) sign amendments to the compensation provisions that do not exceed a total aggregate of up to \$275,000 in as-needed additional compensation;
4. Authorize the Purchasing Agent, or designee, to issue Purchase Orders for goods and/or services that do not exceed the total BOS approved amount; and
5. Authorize the Chair of the Board to sign three (3) copies of each Agreement and direct the Clerk to retain one copy each and return two copies to Human Resources for distribution.

ACTION:


Tami Douglas-Schatz, Director of Human Resources 6/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: H.R.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 400,000	\$ 3,933,741	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: 100% Plan Assets			Budget Adjustment: No	
			For Fiscal Year: 24/25-34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Prev. Agn. Ref.: 10/16/18 3.14; 05/19/20 3.23; 03/01/22 3.16

Summary

The County of Riverside Part-Time and Temporary Employees' Retirement Plan is designed to pay benefits in lieu of Social Security in compliance with Internal Revenue Code Section 3121(b)(7), for those employees excluded from participating in CalPERS. The employer contribution rate is actuarially calculated each year, and the employee rate is currently 3.75 percent.

On November 17, 1999, the Board ratified the Trust Agreement designating the County's Human Resources Director as the 401(a) Plan Administrator and the County Treasurer as the Plan Trustee. On August 10, 2010, the Board approved the appointment of U.S. Bank as the Investment Manager and Trustee for the Plan. On May 19, 2020, the Board ratified a Restated Trust Agreement that will remain in effect to June 30, 2022. The First Amendment extends the term of the agreement through June 30, 2024. The Second Amendment extends the term of the agreement through December 31, 2025.

U.S. Bank, as the Plan's Trustee, is responsible for the safekeeping of assets, transaction settlements, consolidated accounting and reporting, and payment distribution among other duties. U.S. Bank has provided, investment manager, and trustee services for the Plan since being appointed as the Trustee. Plan assets have increased significantly since the inception of the plan and are now valued in excess of \$66 million as of April 2024.

The County's Pension Advisory Review Committee (the "Committee") has oversight responsibility of the Plan to ensure the financial stability of the Plan through prudent monitoring of plan investments and performance.

Impact on Residents and Businesses

There is no negative impact on residents or businesses.

Additional Fiscal Information

The following table summarizes the one-time, annual, and optional costs of the current item before the Board:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Fiscal Year (FY)	Period	Plan Admin. Agreement	Investment Consulting Agreement	Total Aggregate Cost	Additional As-Needed Compensation	Contract Year
24/25	Jul 1, 2024-Jun 30, 2025	\$ 225,000	\$ 175,000	\$ 400,000	\$ 25,000	Y1
25/26	Jul 1, 2025-Jun 30, 2026	\$ 128,000	\$ 180,250	\$ 308,250	\$ 25,000	Y2
26/27	Jul 1, 2026-Jun 30, 2027	\$ 131,840	\$ 185,658	\$ 317,498	\$ 25,000	Y3
27/28	Jul 1, 2027-Jun 30, 2028	\$ 135,795	\$ 191,227	\$ 327,022	\$ 25,000	Y4
28/29	Jul 1, 2028-Jun 30, 2029	\$ 139,869	\$ 196,964	\$ 336,833	\$ 25,000	Y5
29/30	Jul 1, 2029-Jun 30, 2030	\$ 144,065	\$ 202,873	\$ 346,938	\$ 25,000	Y6
Optional Years						
30/31	Jul 1, 2030-Jun 30, 2031	\$ 148,387	\$ 208,959	\$ 357,346	\$ 25,000	Y7
31/32	Jul 1, 2031-Jun 30, 2032	\$ 152,839	\$ 215,228	\$ 368,067	\$ 25,000	Y8
32/33	Jul 1, 2032-Jun 30, 2033	\$ 157,424	\$ 221,685	\$ 379,109	\$ 25,000	Y9
33/34	Jul 1, 2033-Jun 30, 2034	\$ 162,147	\$ 228,335	\$ 390,482	\$ 25,000	Y10
34/35	Jul 1, 2034-Jun 30, 2035	\$ 167,011	\$ 235,185	\$ 402,196	\$ 25,000	Y11
		\$ 1,692,377	\$ 2,241,364	\$ 3,933,741	\$ 275,000	

Contract History and Price Reasonableness

The Purchasing Department on behalf of Human Resources issued Request for Proposal (RFP) #HRARC-094 on August 22, 2023 seeking proposals from qualified bidders to provide 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Administration and Investment Consulting Services. The solicitation was sent to nine (9) potential bidders and advertised publicly on the Purchasing website and PublicPurchase.com. Four (4) responses to the solicitation were received with prices ranging from \$303,000 to 585,337 annually.

Current investment manager fees from U.S. Bank are \$188,561, and investment consulting fees are \$202,813 for a total of \$391,374. U.S. Bank will remain the trustee, but switching to Aon for those services will result in a net reduction of more than \$60,000 per year to the County's current annual total investment related costs.

After careful evaluation and consideration of all aspects of the proposals, pre-award demonstrations by the top two bidders, and references interviewed, the County evaluation committee, consisting of representatives from HR's Retirement team, recommend the award to Aon Consulting/Aon Investments USA as the most responsive, lowest cost, and highest overall scoring bidder.

There is no direct cost to the County for the approval of these recommended actions as any costs billed and paid by the County will be reimbursed by plan assets.

ATTACHMENT A. 401(a) Part-Time and Temporary Employees' Defined Benefit Plan Administration Services Agreement with Aon Consulting, Inc.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENT B. 401(a) Part-Time and Temporary Employees' Defined Benefit Plan
Investment Consulting Services Agreement with Aon Investments USA
Inc.

Meghan Hahn

Meghan Hahn, Director of Procurement 6/13/2024

Gregg Gu

Gregg Gu, Chief of Deputy County Counsel 6/13/2024

**401(a) PART-TIME and TEMPORARY EMPLOYEES' DEFINED BENEFIT PLAN
INVESTMENT CONSULTING SERVICES AGREEMENT**

between

COUNTY OF RIVERSIDE

and

AON INVESTMENTS USA INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	4
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	13
22. Insurance	14
23. General	16
Signature Page.....	19
Exhibit A-Scope of Work.....	20
Exhibit B-Payment Provisions	32

This Agreement is made and entered into by and between Aon Investments USA Inc., an Illinois corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2024 and continues in effect through June 30, 2030, unless terminated earlier. The COUNTY has the option to extend the term of the Agreement for up to an additional five (5) years by way of written amendment signed by both Parties.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the annual cost per year as specified in Exhibit B, including all expenses. Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any unauthorized fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

Email: HRFinance@rivco.org

**or Mail: Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HRARC-94600-002-06/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.3 The COUNTY obligation for payment of this Agreement beyond each fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each fiscal year unless funds are made available for such payment. Notwithstanding section 5, in the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated, have no further force, and effect upon the date given in the written notification.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors, the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim.

Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- (b) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and
- (c) Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and
- (d) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Deliverables

6.1 CONTRACTOR has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes (“CONTRACTOR Information”).

6.2 All right, title and interest in and to any data, information and other materials furnished to CONTRACTOR by COUNTY hereunder (“COUNTY Information”) are and shall remain COUNTY’s sole and exclusive property. COUNTY grants to CONTRACTOR a license to use such COUNTY Information to provide the Services. Except as provided below, upon full and final payment to CONTRACTOR hereunder, any CONTRACTOR work product which the parties expressly agree is created solely and exclusively by CONTRACTOR for COUNTY to be owned by COUNTY (the “Deliverables”), if any, shall become the property of COUNTY. To the extent that any CONTRACTOR Information is contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this Agreement, CONTRACTOR hereby grants to COUNTY a paid-up, royalty-free, nonexclusive license to use such CONTRACTOR Information solely for COUNTY’s internal use in connection with the Deliverables or Services, as applicable.

6.3 To the extent that CONTRACTOR utilizes any of its property, including, without limitation, the CONTRACTOR Information, in connection with the performance of Services, such property shall remain the property of CONTRACTOR and, except for the limited license expressly granted in the preceding paragraph, the COUNTY shall acquire no right or interest in such property. COUNTY will honor

CONTRACTOR copyrights, patents, and trademarks relating to Services, Deliverables and CONTRACTOR Information, and will not use CONTRACTOR's name or other intellectual property without CONTRACTOR's prior written consent.

6.4 Nothing contained in this Agreement will prohibit CONTRACTOR from using any of its general knowledge or knowledge acquired under this Agreement (excluding COUNTY's Confidential Information) to perform similar services for others.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (i.e. benefit or advantage), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not materially in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy

a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire. CONTRACTOR shall not hire any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals

shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

Notwithstanding the foregoing, CONTRACTOR reserves the right to subcontract any part of the Services to its Affiliates. CONTRACTOR will not, without the COUNTY's prior consent, enter into any subcontracts with third parties specifically to support the material provision of Services to the COUNTY under this Agreement ("Subcontractors"). CONTRACTOR and its Affiliates may engage third parties to provide (i) incidental or non-core aspects of services to its clients and (ii) technical and IT support or disaster recovery and business continuity arrangements ("Service Providers"). Subject to the terms of this Agreement, CONTRACTOR will remain liable to COUNTY for the acts and omissions of CONTRACTOR's Affiliates, Subcontractors, and Service Providers.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available in the event COUNTY is subject to an audit due to its source of funds. CONTRACTOR shall provide to the COUNTY, or any duly authorized Federal or State agency, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or

confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CONTRACTOR may use COUNTY’s Confidential Information in combination with other COUNTY data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such COUNTY Confidential Information is (1) identifiable by COUNTY or a COUNTY employee or (2) attributable to COUNTY. CONTRACTOR may also disclose COUNTY’s Confidential Information to any subcontractor or, as instructed by COUNTY, to any other third party providing services to COUNTY under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

16.4 The COUNTY will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of CONTRACTOR’s Confidential Information (which includes CONTRACTOR Information, oral and written information designated by CONTRACTOR as confidential; or oral and written information which should reasonably be deemed confidential by the recipient). The COUNTY agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know CONTRACTOR’s Confidential Information will receive such Confidential Information. Subject to applicable freedom of information act requirements, the COUNTY will not disclose CONTRACTOR’s Confidential Information to a third party without the prior written consent of the CONTRACTOR, which consent may be conditioned upon the execution of a confidentiality agreement,

except that COUNTY may disclose the CONTRACTOR's Confidential Information to its legal counsel and auditors. The COUNTY will make reasonable efforts to provide written notice to CONTRACTOR in the event of a FOIA request for CONTRACTOR Information in sufficient time to allow the CONTRACTOR to seek, at CONTRACTOR's sole cost and expense, an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the COUNTY will reasonably cooperate in such efforts.

16.5 In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted when email enters the recipient's mail server as recorded by the sender's system, or two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: HRFinance@rivco.org

**Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

CONTRACTOR

Email: chris.behrns@aon.com

**Aon Investments USA Inc.
Attn: Chris Behrns
200 E Randolph Street
Chicago, IL 60601**

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the

contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 Subject to Section 21.6, CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice 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 Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

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

21.6 The total aggregate liability of either party to the other party for any and all damages, costs and expenses (including but not limited to attorney's fees) in connection with this Agreement shall be limited to the sum of two million dollars (\$2,000,000). The limitations on each party's liability to the other contained in the preceding sentence will not apply to losses arising from: (i) a party's willful, fraudulent, or criminal misconduct; (ii) bodily injury including death, or damage to the tangible personal or real property incurred while CONTRACTOR is performing the services and to the extent caused by the negligent or willful acts or omissions of CONTRACTOR's personnel or agents in performing the services; (iii) a party's infringement of the proprietary rights of a third party. In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall include a blanket endorsement to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured by blanket endorsement. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired

vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall include the COUNTY as Additional Insureds by blanket endorsement.

D. Cyber Liability: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of confidential data.

CONTRACTOR shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such insurance may be provided as part of an Errors and Omissions policy. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, and network security. The policy shall provide coverage for first party breach response costs as well as regulatory fines and penalties (where insurable) as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

C3) CONTRACTOR shall furnish the County of Riverside with a properly executed original Certificate(s) of Insurance evidencing coverage as required herein. CONTRACTOR agrees to provide thirty (30) days written notice to the County of Riverside prior to any, cancellation, expiration or material reduction in coverage of such insurance that affects the insurance obligations of this contract.

4) In the event of a cancellation, expiration, or material reduction in coverage that affects the insurance obligations of this contract, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance confirming replacement of required insurance. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

5) Where COUNTY is additional insured, it is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment and in agreement with CONTRACTOR, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all Federal, State and local laws and regulations applicable to CONTRACTOR in its capacity as a service provider. CONTRACTOR will comply with all applicable COUNTY policies and procedures while performing services at COUNTY facilities. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. The Services are not of a legal nature, and CONTRACTOR will in no event give, or be required to give, any legal opinion or provide legal representation to COUNTY. Except as expressly set forth in a Scope of Work, CONTRACTOR is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. CONTRACTOR has no discretion with respect to the management or administration of COUNTY's employee benefit plans, and/or control or authority over any assets of COUNTY's employee benefit plans, including the investment of those assets. All such discretion and control remain with COUNTY and other fiduciaries to COUNTY's employee benefit plans.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

23.15 COUNTY will submit to CONTRACTOR all COUNTY Information in COUNTY’s control necessary for CONTRACTOR to perform the Services covered by this Agreement. COUNTY will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. COUNTY is responsible for the accuracy and completeness of any and all COUNTY Information that is submitted to CONTRACTOR. COUNTY agrees to notify CONTRACTOR as soon as possible of any problems or errors in COUNTY Information submitted. Services performed by CONTRACTOR in correcting such problems or errors are additional services for which additional fees will be payable.

[SIGNATURES ON FOLLOWING PAGE]

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION (CFTC) IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE CFTC. THE CFTC DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF AON INVESTMENTS' DISCLOSURE. CONSEQUENTLY, THE CFTC HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR ACCOUNT DOCUMENT.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *Chuck Washington*
Chuck Washington, Chair
Board of Supervisors

Dated: 6/25/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: *Naomy Li*
Deputy

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: *Gregg Gu*
Gregg M. Gu,
Chief Deputy County Counsel

AON INVESTMENTS USA INC., an Illinois corporation

By: *David Testore*
David Testore,
Chief Operating Officer

Dated: Jun 11, 2024

and

By: *Bryan Ward*
Bryan Ward,
Senior Partner

EXHIBIT A
SCOPE OF WORK

All definitions, terms and conditions in the Agreement are herein incorporated by reference. To the extent any provisions of the Agreement and this Exhibit conflict, the terms of this Exhibit shall govern with respect solely to this Exhibit.

1. Services Provided

The specific services to be provided under this Exhibit ("Services") are enumerated and detailed in the attached *Appendix A*. The Services will be provided to the following employee benefit plan (referred to as a "Plan" for the purposes of this Exhibit):

- a. County of Riverside Part-Time and Temporary Employees' Retirement Plan

2. Delegation of Authority

a. County appoints Aon Investments as its attorney-in-fact and agent with respect to the services and authorizes Aon Investments to take all actions necessary and/or appropriate to provide such services. Further, solely with respect to Aon Investments' Discretionary Services (as defined in *Appendix A* Section 4 entitled "Selection and Monitoring of Sub-Advisers and Investments"). As a fiduciary, Aon Investments is hereby delegated the exclusive authority to provide the Discretionary Services but shall be a fiduciary for no other purpose and for no assets other than the Eligible Assets. "Eligible Assets" means all Plan assets, excluding: (A) any individual securities issued by a company, including but not limited to, any issued by County; (B) any Assets that County has independently determined to invest in funds sponsored by the Townsend Group, an affiliate of Aon Investments; and (C) any assets that Aon Investments and the County mutually agree (and specify in writing).

b. County hereby grants Aon Investments exclusive discretion to (A) engage other investment managers to provide services for the Eligible Assets, including transition managers ("Sub-Advisers"), and (B) invest Eligible Assets, including but not limited to investments in funds sponsored or advised by Aon Investments or its affiliate(s) ("Aon Funds") or third-party funds ("Funds"). Aon Investments will be responsible for the selection, evaluation, and replacement of the Sub-Advisers. Sub-Advisers, and not Aon Investments, will be responsible for the day-to-day investment of the Eligible Assets allocated to them from time to time.

c. Subject to the terms of this Exhibit: (i) Aon Investments may, on behalf of the Plan, engage Sub-Advisers affiliated with Aon Investments and (ii) affiliates of Aon Investments may perform certain administrative services (such as the generation of reports) that would not cause such affiliate to be an "investment advisor" under the Investment Advisers Act of 1940, as amended ("Advisers Act").

d. As necessary, County will execute a letter of direction, or other appropriate instrument(s), to evidence or otherwise grant Aon Investments authority to act on behalf of the County and/or Plan in a manner consistent with, but not beyond the scope of, the Discretionary Services.

3. Investments in the Aon Collective Investment Trust

a. Aon Investments represents that Aon Trust Company LLC ("ATC"), an Aon Investments affiliate, is a bank chartered in the State of Illinois that serves as the trustee ("Trustee") and provides certain investment and administrative services to the Aon Collective Investment Trust ("ACIT"), and its constituent funds, and accordingly ATC is eligible to earn reasonable trustee and administrative fees ("Trustee Fees") from the assets of the ACIT as disclosed in the ACIT Disclosure Documents defined below.

b. Aon Investments represents that the ACIT is exempt from tax under Revenue Ruling 81-100, and that the assets of the ACIT consist solely of assets held in trust for the benefit of plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and are exempt from tax under Section 501(a) of the Code.

- c. Client authorizes Aon Investments to invest Eligible Assets in the ACIT.

d. Client acknowledges that ATC earns Trustee Fees and Client authorizes such Trustee Fees to be collected by ATC.

e. Client and/or Plan may invest in the Aon Collective Investment Trust upon execution of a participation agreement ("Participation Agreement") with the Trustee.

f. The Trustee Fees are described in the ACIT Offering Statement, Declaration of Trust, and pertinent Fund Declaration(s) ("ACIT Disclosure Documents") and Client acknowledges that it has received copies of the ACIT Disclosure Documents prior to or concurrent with the execution of a Participation Agreement.

g. This subsection, and any acknowledgements and representations made by Client herein, will in no way relieve Aon Investments of any fiduciary obligations, liability, or service obligations under the Agreement or applicable law, nor will this subsection shift any such fiduciary obligations and liabilities that are borne by Aon Investments under this subsection onto Client.

4. Fees and Expenses

a. County agrees to pay Aon Investments the fees set forth in *Appendix B* in accordance with the terms therein. County understands and agrees that it will incur investment management fees payable to Aon Investments only with respect to Eligible Assets. County further understands and agrees that the fees incurred pursuant to *Appendix B* do not include fees payable to any Sub-Advisers or other third parties, including but not limited to brokerage firms and custodians, in connection with this Exhibit, and that County will be solely responsible for compensating such Sub-Advisers or other third parties in addition to compensating Aon Investments. To the extent the Investment Policy Statement authorizes investments in infrastructure, private equity, closed end private debt, and/or real estate, County will be responsible for the cost of legal counsel engaged for the benefit of the County with respect to such investments.

b. County is responsible for any and all taxes, including sales, use and gross receipts taxes, however designated, that are levied or based on this Exhibit, the charges stated in this Exhibit, or the Services or their use, excluding taxes based on the net income of Aon Investments.

5. Confidentiality

Aon Investments does not receive and shall not request any personally identifiable information in connection with the performance of the Services ("PII"), except to the extent such information is required to fulfill its obligations under applicable anti-money laundering and "know your customer" laws. County will take steps reasonably designed to ensure that County and its vendors do not provide to Aon Investments any other PII and Aon Investments will not request any other PII. To the extent a Sub-Advisor requires PII to fulfill its own anti-money laundering or "know your customer" obligations, County will provide the PII directly to such Sub-Advisor.

6. Term and Termination

a. This Exhibit will be effective during the period pursuant to the terms of Section 2 of the Agreement ("Term").

b. County may terminate this Exhibit in accordance with Section 5 of the Agreement.

c. Aon Investments may terminate this Exhibit for Cause (defined below), effective upon thirty (30) days' prior written notice to County. "Cause" means (i) County's breach of this Exhibit, (ii) County's negligence that causes harm to Aon Investments, or (iii) any action by County that precludes Aon Investments from substantially performing its obligations under this Exhibit; provided, in each case, that County has failed to cure such defect, if capable of cure, within thirty (30) days of receiving notice of such defect.

d. Upon the effective date of termination ("Termination Date"), County will pay Aon Investments for all fees and expenses accrued under this Exhibit through the Termination Date, including any fees for mutually agreed-upon transition services extending beyond such Termination Date.

e. For the avoidance of doubt, termination of the Agreement or this Exhibit will not require any redemptions of Eligible Assets from an Aon Fund or other Fund.

f. In the event that any Eligible Assets remain invested in an Aon Fund subsequent to the Termination Date due to applicable fund lock-up period provisions, other liquidity constraints, or County's desire to remain invested in such Aon Fund, County acknowledges and agrees that Aon Investments will be paid the applicable investment management fee set forth in the offering document of the Aon Fund with respect to the Eligible Assets invested in any such Aon Fund through the date on which County's interests are redeemed from such Aon Fund. For the avoidance of doubt, County acknowledges and understands that the investment management fees set forth in an Aon Fund's offering document may be higher than the fees set forth in *Appendix B*. If Eligible Assets remain invested in an Aon Fund due to fund lock-up period provisions or liquidity constraints, upon the date on which proper notice of termination is received by Aon Investments pursuant to Section 5 of the Agreement, Aon Investments is authorized to direct the Custodian to redeem all of the interests in any Aon Fund as soon as is reasonably practicable following the expiration of the applicable lock-up period or removal of the liquidity constraint.

7. Aon Investments' Representations and Acknowledgments

a. Aon Investments represents that it is (i) a registered investment adviser under the Advisers Act, (ii) registered with the Commodity Futures Trading Commission ("CFTC") as a commodity trading adviser and commodity pool operator, and (iii) a member of the National Futures Association ("NFA"). Aon Investments will promptly notify County of any change in its status under the Advisers Act or its status as a member of the NFA.

b. Aon Investments acknowledges that it is an investment manager with respect to the Discretionary Services and for no other purpose.

c. Aon Investments will comply with all applicable laws and regulations in the performance of its obligations under this Exhibit.

d. Aon Investments has full power and authority to enter into and perform the services described in this Exhibit and the person signing on behalf of Aon Investments has been properly authorized and empowered to execute this Exhibit.

e. The foregoing representations and warranties are true and accurate in all material respects and Aon Investments will notify County as soon as practicable of any material changes to same.

8. County's Representations and Acknowledgments

a. County will appoint a third party to arrange custody and safekeeping of Eligible Assets, collect income and other entitlements on behalf of the Plan, and perform all other administrative functions designated by County with respect to the Eligible Assets ("Custodian"). Aon Investments will not provide any custodial services under this Exhibit.

b. County represents and warrants that the Plan is a "qualified retirement plan" as defined under Section 401(a) of the Internal Revenue Code of 1986, as amended.

c. County represents and warrants that the Plan is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933, a "qualified client" under Rule 205-3 of the Investment Advisors Act of 1940, and a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940.

d. County represents and warrants that it is a qualified eligible person ("QEP") as defined in CFTC Rule 4.7 and consents to the Plan being treated as an exempt account under CFTC Rule 4.7. County further represents and warrants that it is either registered with the CFTC and is a member of the NFA or is exempt from such registration/membership and agrees to keep Aon Investments apprised and informed of any change in its status with respect to its registration/membership.

e. County acknowledges and agrees that, in accordance with the authority granted in this Exhibit, Aon Investments may, in its sole discretion, direct Eligible Assets to be invested in Aon Funds.

f. County acknowledges receipt of Aon Investments' Form ADV Part 2A and where appropriate Part 2B, which serves as Aon Investments' brochure and supplements under the Advisers Act.

g. County consents to the delivery of all required regulatory notices, disclosures, statements, reports, and other communications (collectively, "County Communications") via electronic mail and/or other electronic means. County confirms that it has provided Aon Investments with at least one valid email address where County Communications can be sent. It will be County's responsibility to notify Aon Investments in writing of any change in email address or to revoke such authorization. County may revoke its consent to electronic delivery at any time by providing written notice to Aon Investments, after which County will receive County Communications in paper format at an address designated in writing by County.

h. County represents and warrants that: (i) it has carefully read and understands this Exhibit, including all Appendices hereto; (ii) it is relying on its own advisers with respect to the legal, tax, economic and other considerations involved in entering into this Exhibit and is not relying on Aon Investments or its affiliates or any Sub-Adviser; (iii) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of entering into this Exhibit, and has determined that the Plan is able to bear such risks. Notwithstanding the foregoing, Aon Investments will not take or omit to take any action which to the actual knowledge of Aon Investments would prejudice the tax position of the Plan.

i. County represents and warrants that it has full power and authority to enter into and perform this Exhibit and the person signing this Exhibit has been properly authorized and empowered to execute this Exhibit.

j. County acknowledges that Aon Investments renders investment advisory services for clients other than County and the Plan. County understands that Aon Investments may give advice and take action in performing its duties to other clients that may differ from advice or the timing or nature of action taken with respect to the County and/or Plan. Accordingly, County acknowledges that Aon Investments has no obligation to recommend or implement investments or investment strategies or to recommend or implement the engagement or termination of any Sub-Adviser that officers or employees of Aon Investments may engage or terminate for their own accounts or which Aon Investments may recommend or employ for the account of any other client.

k. County acknowledges that Sub-Advisers reviewed and recommended by Aon Investments may be (i) clients of Aon Investments or its affiliates or (ii) firms with which Aon Investments or its affiliates have vendor or other business relationships.

l. County acknowledges that neither Aon Investments nor the Sub-Advisers can predict future activity in the financial markets. County further acknowledges that the performance of investments recommended and/or managed by Aon Investments and investment advice given by Aon Investments and/or the Sub-Advisers are subject to various risks, including but not limited to those identified in *Appendix C*. County understands that investment decisions made by Aon Investments and the Sub-Advisers may not always be profitable and there can be no assurance as to any specific level of investment performance of (i) any strategy or action that Aon Investments or a Sub-Adviser recommends, or (ii) any direct actions that Aon Investments or a Sub-Adviser may take on behalf of the Plan or County. County acknowledges that Aon Investments' services and investment recommendations could result in substantial losses under certain circumstances.

m. County represents that its governing documents expressly provide the authority for the appointment of an investment manager and the allocation of fiduciary responsibilities and procedures for such allocation of responsibility.

n. County will review each document provided by Aon Investments and will meet with Aon Investments' investment consultants not less frequently than once a year.

o. County will, at least annually, provide Aon Investments with the Plan's financial statements and promptly provide Aon Investments with any changes thereto.

p. Aon Investments will have no obligation to participate or opt into any class action or bankruptcy proceedings on County's behalf or to take any other action with respect to any legal proceedings involving funds or securities held or previously held by the Plan.

q. County acknowledges that in providing the services, Aon Investments will not provide advice or services with respect to the securities of any individual company, including the securities of County, if applicable.

r. County acknowledges that Aon Investments will not provide any accounting, tax, or legal advice under this Exhibit.

s. County acknowledges that Aon Investments does not provide asset valuation services, and therefore County agrees to rely exclusively on values provided by Plan's custodian with respect to all Services.

t. County acknowledges and agrees that from time to time in carrying out its obligations under this Exhibit, Aon Investments will engage and/or terminate Sub-Advisers, brokerage firms, or other third parties. In connection therewith, Eligible Assets may be transferred to or from such Sub-Advisers, brokerage firms or other third parties, and certain accounts holding Eligible Assets may have insufficient funds or become overdrawn, causing market losses, overdraft fees or other expenses (collectively "Overdraft Losses"). County and/or Plan are solely responsible for any Overdraft Losses, except to the extent that such Overdraft Losses are caused directly by Aon Investments.

u. County acknowledges and agrees that it is solely responsible for the determination to enter into this Exhibit and that such determination was independent and exclusive of any Aon Investments fiduciary relationship to County and/or Plan. County represents and warrants that Aon Investments did not provide any advice or recommendation as to the prudence of entering into this Exhibit.

v. Neither County nor any affiliate of County is acting, directly or indirectly, in contravention of any anti-money laundering laws, regulations or conventions (U.S. or international), on behalf of terrorists or terrorist organizations, for a senior non-U.S. political figure (i.e., a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, a senior executive of a non-U.S. government-owned corporation or any entity formed or operated by, or for the benefit of, any of the foregoing), for any member of a senior non-U.S. political figure's immediate family or any close associate of a senior non-U.S. political figure or for a non-U.S. shell bank (i.e., a non-U.S. bank without a physical presence in any country). Further, County is not acting on behalf of any undisclosed beneficial owner other than participants in the Plan who do not have the ability to control, directly or indirectly, the manner in which Eligible Assets are invested.

w. The foregoing representations and warranties are true and accurate in all material respects and County will notify Aon Investments promptly of any material changes to same.

9. Liability/Indemnification

a. For the avoidance of doubt, Aon Investments is subject to Section 21 of the Agreement.

b. County will notify Aon Investments promptly in the event County becomes aware of any claim for which Aon Investments could have obligation(s) pursuant to this Section.

c. To the extent permitted by law, provided that Aon Investments has not breached its fiduciary duty or engaged in willful, fraudulent or criminal misconduct in its responsibilities with respect to the selection, retention or monitoring of Sub-Advisers, Aon Investments will have no liability to County or the Plan for, and County agrees not to commence any actions against Aon Investments relating to: (A) the acts or omissions of any Sub-Adviser or other service provider; or (B) the performance of any investments made by Sub-Adviser(s).

d. Aon Investments shall bear no liability for any Losses arising from communications Aon Investments reasonably believes to constitute the County's instructions.

10. Main Contacts for the Services

County:
County of Riverside
Board of Supervisors
County Administration Center

Aon Investments:
Chris Behrns
Aon Investments USA Inc.
200 E. Randolph Street

4080 Lemon Street, 5th Floor
Riverside, CA 92501

Chicago, IL 60601

11. Miscellaneous

Nothing in this Exhibit shall be construed as a waiver of any rights of County under the Advisers Act. In addition, there may be provisions of applicable law (including those of federal and state securities laws) that are intended to protect County from certain acts and omissions of Aon Investments (and which may impose liability even on persons that act in good faith), which provisions may not be lawfully waived or abrogated by contractual provisions to the contrary. To such extent, but only to such extent, Aon Investments shall remain liable to County for such acts and omissions.

**APPENDIX A
DESCRIPTION OF SERVICES**

1. Investment Program Review for the Plan. Aon Investments will provide the following Services prior to implementing an investment strategy for the Plan (as described in Section 4 below entitled "Selection and Monitoring of Sub-Advisers and Investments"):

- a. Review the Plan's risk management strategy, asset allocation strategy, current investment managers, and current investments.
- b. Prepare a report summarizing the investment program and any recommended changes, as appropriate.
- c. Meet with County as needed to discuss the investment program and any recommended changes.
- d. Review the Plan's investment policy statement and other Plan management-directed Plan parameters (collectively, "IPS") and recommend changes, as appropriate.
- e. During the investment program review, Aon Investments will assess whether the Plan's investment program complies with the then-current IPS. If the County decides to change the IPS after the review is complete, Aon Investments' implementation of any such changes is dependent upon Aon Investments' completion of the asset-liability study noted in Section 2 ("Risk Management Services") below and receipt of an updated IPS that has been approved by County.

2. Risk Management Services

- a. Prior to implementation of changes to the Plan's investment strategy, Aon Investments may, with the assistance of actuaries and other professionals employed by the Plan (who may be employees of an Aon Investments affiliate), conduct an asset-liability study to assist County in determining the appropriate investment allocation and risk management strategy for the Plan. Upon completion of the study, Aon Investments will recommend investment strategies and/or investments consistent with the risk management strategy determined by County. Aon Investments will update the assumptions and inputs for the asset-liability study using information provided by County and review recommended changes with County as necessary.
- b. Once the investment strategy is implemented, Aon Investments will monitor the investment program and recommend IPS changes to County, as necessary.
- c. In performing the Services described in subsection (b) above, Aon Investments may rely on asset values provided by the Custodian, a fund administrator, or a third-party valuation service and estimated liability changes for the Plan provided by the Plan's actuary. County acknowledges that daily asset values provided by the Custodian may be unaudited. To the extent that certain Plan assets are illiquid, the Custodian's valuation of such assets will be based on the Sub-Adviser's most current estimation of valuation, which is inherently subjective. Aon Investments will not be liable for any inaccuracies in (i) the asset values provided by a third party or (ii) the liability values provided by the Plan's actuary.
- d. The valuation of liabilities will be based on Aon Investments' estimate using the daily discount rate methodology as identified in the IPS.
- e. There are several factors that can cause Aon Investments' estimated valuation of assets and liabilities to differ from actual ultimate valuation. Such factors include differences between the Custodian's initial and actual valuation of assets and changes in actuarial assumptions. Aon Investments will use the best available information to mitigate these factors but cannot guarantee the impact such factors may have on the ability of the Plan to meet its investment objectives.

3. Asset Allocation

a. Subject to the IPS, Aon Investments will, in its sole discretion, determine the allocation of Eligible Assets to be managed by each Sub-Adviser.

b. County will notify Aon Investments prior to amending the IPS and will work with Aon Investments to ensure that Aon Investments can accommodate any intended amendments. Aon Investments will provide written consent (e.g., email) to IPS amendments, such consent not to be unreasonably withheld. Aon Investments will, to the extent necessary and within a reasonable period (subject to then current market conditions) following Aon Investments' consent to such amendments, adjust the Plan's investment portfolio so that it complies with the amended IPS.

c. Aon Investments reserves the right to decline to act on an instruction from County if, in the reasonable opinion of Aon Investments, the execution of that instruction would be contrary to applicable legal requirements.

4. Selection and Monitoring of Sub-Advisers and Investments

a. Aon Investments will implement the IPS through the Services described in this Section 4, which shall collectively be referred to as "Discretionary Services."

b. Aon Investments will be responsible for selection, evaluation, and replacement of any Sub-Advisers and direct investments ("Investments") for the Eligible Assets. In connection therewith, Aon Investments will:

i. Identify preliminary Sub-Adviser candidates favorably evaluated by Aon Investments.

ii. Evaluate preliminary Sub-Adviser candidates based upon County's objectives and the IPS.

iii. Select, on behalf of the Plan, Sub-Advisers within each asset class that Aon Investments believes have the appropriate knowledge and experience for investment of the Eligible Assets.

iv. Determine and notify each Sub-Adviser of any investment guidelines or restrictions in addition to the IPS that are applicable to the investment of its allocated portion of the Eligible Assets.

v. Monitor and evaluate the performance of each Sub-Adviser and report to County as to whether in Aon Investments' view such Sub-Adviser is performing its responsibilities under the applicable investment management agreement.

vi. Replace, terminate, and/or add additional Sub-Advisers and/or Investments on an ongoing basis, as necessary or appropriate. Each Sub-Adviser will be responsible for the day-to-day investment of the Eligible Assets allocated to it from time to time.

c. Aon Investments is authorized to enter into subscription agreements (or comparable instruments) and/or Sub-Adviser agreements on behalf of the Plan. Aon Investments is responsible for negotiating the terms and conditions of such agreements, including but not limited to fees for services, indemnities, and limitations on liability.

d. In the event that County requests that Aon Investments retain an investment manager or Investment not recommended by Aon Investments, the parties will discuss the scope of Aon Investments' services with respect to that investment manager or Investment and execute a writing evidencing Aon Investments' recommendation and any responsibilities Aon Investments will assume with respect to that investment manager or Investment and any fees to be paid Aon Investments in connection therewith.

e. Aon Investments will, in conjunction with the Sub-Advisers, determine the appropriate legal structure for the investment vehicles to be utilized by the County and/or Plan, such as an investment company registered under the Investment Company Act of 1940, as amended, a separately managed account, a non-registered commingled fund, or an Aon Fund. Upon satisfactory completion of subscription agreements (or comparable documentation) by County and/or Plan, Aon Investments may, in its sole discretion, exercise the authority granted to Aon Investments under this Exhibit by depositing Eligible Assets in any of the aforesaid investment structures, including any Aon Funds. Aon Investments may also direct the purchase, redemption, or sale of any interests or shares in the aforesaid instruments.

5. Additional Reporting and Investment Communications

a. Aon Investments will also provide County with the following reports and communications with respect to the investment performance of the Eligible Assets:

i. Quarterly performance report.

ii. Meetings (at County's discretion, these will be annually, semi-annually, or quarterly) to analyze and review the Plan's investment program, which will include an appraisal of investment results, a review of any changes to the investment program, an estimation of projected Plan liabilities, and a discussion of any recommendations (e.g., IPS review).

iii. Aon Investments' investment staff will be available to answer questions and to discuss topics of interest to County as needed.

6. Custody and Registration of Plan Assets

a. Aon Investments is authorized to deal on behalf of the Plan with the Custodian on an ongoing basis. Aon Investments will instruct the Custodian according to procedures determined at Aon Investments' reasonable discretion unless County first delivers to Aon Investments a copy of any procedures agreed to between County and Custodian ("Agreed Procedures"), in which case Aon Investments will make reasonable efforts to comply with the Agreed Procedures. County will notify Aon Investments in writing of any amendments to the Agreed Procedures within ten (10) business days; Aon Investments will be bound by such amendment unless Aon Investments notifies County within ten (10) business days of such notice that it has determined in its reasonable judgment that the amendment is not acceptable, in which case Aon Investments will not be bound by such amendment.

b. All assets in registered form will be registered in the name of the Plan or its nominee, or as County may otherwise arrange and notify Aon Investments in writing. Aon Investments will not be responsible for any fees, charges, and/or expenses of the Custodian.

c. County will authorize and direct the Custodian to manage uninvested cash assets of the Plan and Aon Investments will have no responsibility for management of such cash assets.

d. Aon Investments will review and coordinate cash flow from the Custodian to the Sub-Advisers and cash movement among investment accounts for the Eligible Assets, as necessary.

e. County will send (or instruct the Custodian to send) to Aon Investments a copy of any instruction or communication between the Plan and the Custodian relating to the Eligible Assets. Further, County will send (or instruct the Custodian to send) to Aon Investments copies of all statements issued by the Custodian to the Plan.

**APPENDIX B
FEES**

[See Section 3 of the Agreement and Exhibit B.]

1. Fee Increases. On July 1, 2030 and on each subsequent anniversary thereof, the Fee Rate will increase by three percent (3%).
2. Termination. If the Agreement is terminated prior to the end of a full year, the fees will be prorated accordingly.

**APPENDIX C
CERTAIN RISK FACTORS**

County acknowledges it has read and understands the following:

County should carefully consider the risks involved in entering into this Exhibit, including but not limited to those discussed below. Additional or new risks not addressed below may affect Plan and County. The following list of risk factors cannot be and is not intended to be exhaustive.

General Investment or Market Risk. All investments in securities and other financial instruments involve substantial risk of volatility (potentially resulting in rapid declines in market prices and significant losses) arising from any number of factors that are beyond the control of Aon Investments or any Sub-Adviser, such as: changes in market sentiment; changes in industrial conditions, competition and technology; changes in inflation, exchange or interest rates; changes in domestic or international economic or political conditions or events; changes in tax laws and/or governmental regulation; and changes in trade, fiscal, monetary or exchange control programs or policies of governments or their agencies (including their central banks). Changes such as these, as well as innumerable other factors, are often unpredictable and unforeseeable, rendering it difficult or impossible to predict or foresee future market movements. Unexpected volatility or illiquidity in the markets in which the Plan directly or indirectly holds positions could impair the Plan's ability to achieve its investment objectives and cause it to incur losses.

No Control Over Sub-Advisers. Aon Investments will be responsible for the selection, evaluation, and replacement of Sub-Advisers; each Sub-Adviser will be responsible for the day-to-day investment of the Eligible Assets allocated to it from time to time. Aon Investments will seek to mitigate the risks associated with engaging Sub-Advisers by conducting due diligence on, and monitoring, the Sub-Advisers, but Aon Investments cannot protect the Plan from the risk of a Sub-Adviser's fraud, misrepresentation, material strategy alteration or poor judgment. Among other things, a Sub-Adviser could divert or misappropriate its allocation of the Eligible Assets, fail to follow its stated investment strategy and restrictions, issue false reports or engage in other misconduct. Further, the members of the Sub-Advisers' personnel are not employees or agents of Aon Investments and, thus, are not directly controlled or supervised by Aon Investments. As a result, there is no assurance that Aon Investments' due diligence and monitoring of the Sub-Advisers will detect fraud, malfeasance, inadequate back-office systems or other flaws or problems with respect to a Sub-Adviser's operations and activities. Aon Investments may not learn of events significant to the Sub-Adviser (such as personnel changes, major asset withdrawals/redemptions or substantial capital growth) until after they occur.

Suspensions of Trading. Securities and futures exchanges may suspend or limit trading in any instrument traded on the exchange, which could preclude a Sub-Adviser from liquidating its positions, thus exposing the Plan to substantial losses.

Reporting Delays. Aon Investments will provide (or cause to be provided) to County the reports described in Appendix A. Aon Investments' ability to provide such reports on a timely basis is dependent upon Aon Investments' timely receipt of information from Sub-Advisers and certain other service providers. Aon Investments will use good faith and commercially reasonable efforts to obtain such information from such Sub-Advisers and other service providers, but delays in Aon Investments' receipt of information could delay reports from Aon Investments.

Effectiveness of Investment Strategies. The overall success of investments depends upon the ability of the relevant Sub-Advisers to be successful in their own investment strategy. Aon Investments cannot control the investments made by the Sub-Advisers. Further, the past performance of a particular strategy is not necessarily indicative of its future performance and there can be no assurance that the strategies used by the Sub-Advisers will be successful. Subjective decisions made by the Sub-Advisers may cause the Plan to incur losses, including a complete loss of Eligible Assets, or to miss profit opportunities on which it could otherwise have capitalized.

Retention and Motivation of Key Employees. The success of the investments made by the Sub-Advisers is dependent upon the talents and efforts of highly skilled individuals employed by the Sub-Advisers and a Sub-Adviser's ability to identify and willingness to provide acceptable compensation to attract, retain and motivate talented investment professionals and other employees. There can be no assurance that a Sub-Adviser's investment professionals will continue to be associated with the Sub-Adviser throughout the life of this Exhibit, and the failure to attract or retain such investment professionals could have a material adverse effect on the Eligible Assets. Competition in the financial services industry for qualified employees is intense and there is no guarantee that, if lost, the talents of a Sub-Adviser's investment professionals could be replaced.

Sub-Adviser Fees. Aon Investments considers numerous factors in determining the selection and retention of Sub-Advisers to advise with respect to Eligible Assets, including but not limited to past performance and fees proposed to be charged by a Sub-Adviser, and no single factor may be determinative of which Sub-Advisers are selected. The fees of a particular Sub-Adviser selected or retained to manage Eligible Assets may not be the lowest among all of the Sub-advisers being considered. A Sub-Adviser's fee(s) may change over time.

Out-of-Market Exposure. During the term of this Exhibit, it is possible that County will fail to capture investment gains (which it otherwise would have captured) during periods in which its assets are not invested in the market. For instance, it may fail to capture such gains during periods in which its assets are in transition from one account, Sub-Adviser, or fund to another account, Sub-Adviser, or fund, respectively.

Impact of Termination on Certain Investments. Aon Investments or a Sub-Adviser may invest Eligible Assets in a share class for which Aon Investments negotiated a more favorable rate than is available to other investors; if the County terminates the Exhibit while invested in such share class, Aon Investments or the relevant Sub-Adviser, as applicable, may move the invested assets to a different share class that charges a higher investment management fee. Further, if permitted in the Investment Policy Statement, Aon Investments or a Sub-Adviser may invest Eligible Assets in an investment vehicle that is subject to fund lock-up provisions or other constraints on liquidity; if the County terminates the Exhibit while invested in this type of investment vehicle, the County or Plan may be unable to redeem immediately after the effective date of such termination.

Cybersecurity Risk. Aon Investments, the Sub-Advisers, and other entities involved in providing the Services are susceptible to cyber-attacks, which may involve the stealing, corrupting, or preventing access to data maintained in electronic form and/or on the Internet. Successful cyber-attacks may result in, among other things, disruption of Aon Investments' or a Sub-Adviser's operations or unauthorized access to or disclosure of confidential information. Such cyber-attacks could also have a material adverse effect on the issuers of securities, which may result in the decline in the value of County's investments.

**EXHIBIT B
PAYMENT PROVISIONS**

1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, and conditions stated in this Agreement, the Request for Proposal #HRARC-094 and all related exhibits, and the fees are inclusive of all costs, including administration and travel expenses associated with the delivery of services.

1.2 Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees below or mentioned elsewhere in this Agreement will not be reimbursed.

1.3 CONTRACTOR shall be paid in accordance with the following for services listed in “Exhibit A: Scope of Work”. Any additional billing for services outside of the outlined scope of work will be proposed for County approval ahead of services being rendered.

1.4 Cost Summary:

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Ongoing Investment Consulting as a discretionary investment manager	\$175,000	\$180,250	\$185,658	\$191,227	\$196,964	\$202,873
Additional Associated Cost, if applicable. Any costs or fees beyond those listed in the table above must be approved in advance by the County in writing.						

1.5 Billing Schedule for Ongoing Investment Consulting:

Description	Amount
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 1 (July 1, 2024-June 30, 2025)	\$43,750
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 2 (July 1, 2025-June 30, 2026)	\$45,062.50
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 3 (July 1, 2026-June 30, 2027)	\$46,414.50
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 4 (July 1, 2027-June 30, 2028)	\$47,806.75
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 5 (July 1, 2028-June 30, 2029)	\$49,241
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 6 (July 1, 2029-June 30, 2030)	\$50,718.25

**401(a) PART-TIME and TEMPORARY EMPLOYEES' DEFINED BENEFIT PLAN
ADMINISTRATION SERVICES AGREEMENT**

between

COUNTY OF RIVERSIDE

and

AON CONSULTING, INC.



JUN 25 2024 3.38

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	4
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	12
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	13
22. Insurance	14
23. General	16
Signature Page.....	19
Exhibit A-Scope of Work.....	20
Exhibit B-Payment Provisions	26
Attachment I-HIPAA Business Associate Agreement	28

This Agreement is made and entered into by and between Aon Consulting, Inc., a New Jersey corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, and in accordance with Attachment I, HIPAA Business Associate Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2024 and continues in effect through June 30, 2030, unless terminated earlier. The COUNTY has the option to extend the term of the Agreement for up to an additional five (5) years by way of written amendment signed by both Parties.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the annual cost per year as specified in Exhibit B, including all expenses. Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing. The COUNTY is not responsible for any unauthorized fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

Email: HRFinance@rivco.org

**or Mail: Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HRARC-94600-002-06/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.3 The COUNTY obligation for payment of this Agreement beyond each fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each fiscal year unless funds are made available for such payment. Notwithstanding section 5, in the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated, have no further force, and effect upon the date given in the written notification.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors, the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim.

Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to** cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
- (b) Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and
- (c) Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and
- (d) Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Deliverables

6.1 CONTRACTOR has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes (“CONTRACTOR Information”).

6.2 All right, title and interest in and to any data, information and other materials furnished to CONTRACTOR by COUNTY hereunder (“COUNTY Information”) are and shall remain COUNTY’s sole and exclusive property. COUNTY grants to CONTRACTOR a license to use such COUNTY Information to provide the Services. Except as provided below, upon full and final payment to CONTRACTOR hereunder, any CONTRACTOR work product which the parties expressly agree is created solely and exclusively by CONTRACTOR for COUNTY to be owned by COUNTY (the “Deliverables”), if any, shall become the property of COUNTY. To the extent that any CONTRACTOR Information is contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this Agreement, CONTRACTOR hereby grants to COUNTY a paid-up, royalty-free, nonexclusive license to use such CONTRACTOR Information solely for COUNTY’s internal use in connection with the Deliverables or Services, as applicable.

6.3 To the extent that CONTRACTOR utilizes any of its property, including, without limitation, the CONTRACTOR Information, in connection with the performance of Services, such property shall remain the property of CONTRACTOR and, except for the limited license expressly granted in the preceding paragraph, the COUNTY shall acquire no right or interest in such property. COUNTY will honor

CONTRACTOR copyrights, patents, and trademarks relating to Services, Deliverables and CONTRACTOR Information, and will not use CONTRACTOR's name or other intellectual property without CONTRACTOR's prior written consent.

6.4 Nothing contained in this Agreement will prohibit CONTRACTOR from using any of its general knowledge or knowledge acquired under this Agreement (excluding COUNTY's Confidential Information) to perform similar services for others.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (i.e. benefit or advantage), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not materially in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy

a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire. CONTRACTOR shall not hire any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals

shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

Notwithstanding the foregoing, CONTRACTOR reserves the right to subcontract any part of the Services to its Affiliates. CONTRACTOR will not, without the COUNTY's prior consent, enter into any subcontracts with third parties specifically to support the material provision of Services to the COUNTY under this Agreement ("Subcontractors"). CONTRACTOR and its Affiliates may engage third parties to provide (i) incidental or non-core aspects of services to its clients and (ii) technical and IT support or disaster recovery and business continuity arrangements ("Service Providers"). Subject to the terms of this Agreement, CONTRACTOR will remain liable to COUNTY for the acts and omissions of CONTRACTOR's Affiliates, Subcontractors, and Service Providers.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available in the event COUNTY is subject to an audit due to its source of funds. CONTRACTOR shall provide to the COUNTY, or any duly authorized Federal or State agency, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or

confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CONTRACTOR may use COUNTY’s Confidential Information in combination with other COUNTY data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such COUNTY Confidential Information is (1) identifiable by COUNTY or a COUNTY employee or (2) attributable to COUNTY. CONTRACTOR may also disclose COUNTY’s Confidential Information to any subcontractor or, as instructed by COUNTY, to any other third party providing services to COUNTY under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this Agreement.

16.4 The COUNTY will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of CONTRACTOR’s Confidential Information (which includes CONTRACTOR Information, oral and written information designated by CONTRACTOR as confidential; or oral and written information which should reasonably be deemed confidential by the recipient). The COUNTY agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know CONTRACTOR’s Confidential Information will receive such Confidential Information. Subject to applicable freedom of information act requirements, the COUNTY will not disclose CONTRACTOR’s Confidential Information to a third party without the prior written consent of the CONTRACTOR, which consent may be conditioned upon the execution of a confidentiality agreement,

except that COUNTY may disclose the CONTRACTOR's Confidential Information to its legal counsel and auditors. The COUNTY will make reasonable efforts to provide written notice to CONTRACTOR in the event of a FOIA request for CONTRACTOR Information in sufficient time to allow the CONTRACTOR to seek, at CONTRACTOR's sole cost and expense, an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the COUNTY will reasonably cooperate in such efforts.

16.5 In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted when email enters the recipient's mail server as recorded by the sender's system, or two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: HRFinance@rivco.org

**Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501**

CONTRACTOR

Email: emily.swickard@aon.com

**Aon Consulting, Inc.
Attn: Emily Swickard, Associate Partner
200 E Randolph Street
Chicago, IL 60601**

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the

contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 Subject to Section 21.6, CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice 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 Indemnitees as set forth herein.

21.3 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.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

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

21.6 The total aggregate liability of either party to the other party for any and all damages, costs and expenses (including but not limited to attorney's fees) in connection with this Agreement shall be limited to the sum of two million dollars (\$2,000,000). The limitations on each party's liability to the other contained in the preceding sentence will not apply to losses arising from: (i) a party's willful, fraudulent, or criminal misconduct; (ii) bodily injury including death, or damage to the tangible personal or real property incurred while CONTRACTOR is performing the services and to the extent caused by the negligent or willful acts or omissions of CONTRACTOR's personnel or agents in performing the services; (iii) a party's infringement of the proprietary rights of a third party. In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall include a blanket endorsement to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured by blanket endorsement. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired

vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall include the COUNTY as Additional Insureds by blanket endorsement.

D. Cyber Liability: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of confidential data.

CONTRACTOR shall procure and maintain for the duration of the contract Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Such insurance may be provided as part of an Errors and Omissions policy. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, and network security. The policy shall provide coverage for first party breach response costs as well as regulatory fines and penalties (where insurable) as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County’s Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

C3) CONTRACTOR shall furnish the County of Riverside with a properly executed original Certificate(s) of Insurance evidencing coverage as required herein.. CONTRACTOR agrees to provide thirty (30) days written notice to the County of Riverside prior to any, cancellation, expiration or material reduction in coverage of such insurance that affects the insurance obligations of this contract.

4) In the event of a cancellation, expiration, or material reduction in coverage that affects the insurance obligations of this contract, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance confirming replacement of required insurance. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

5) Where COUNTY is additional insured, it is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment and in agreement with CONTRACTOR, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all Federal, State and local laws and regulations applicable to CONTRACTOR in its capacity as a service provider. CONTRACTOR will comply with all applicable COUNTY policies and procedures while performing services at COUNTY facilities. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. The Services are not of a legal nature, and CONTRACTOR will in no event give, or be required to give, any legal opinion or provide legal representation to COUNTY. Except as expressly set forth in a Scope of Work, CONTRACTOR is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. CONTRACTOR has no discretion with respect to the management or administration of COUNTY's employee benefit plans, and/or control or authority over any assets of COUNTY's employee benefit plans, including the investment of those assets. All such discretion and control remain with COUNTY and other fiduciaries to COUNTY's employee benefit plans.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

23.15 COUNTY will submit to CONTRACTOR all COUNTY Information in COUNTY’s control necessary for CONTRACTOR to perform the Services covered by this Agreement. COUNTY will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. COUNTY is responsible for the accuracy and completeness of any and all COUNTY Information that is submitted to CONTRACTOR. COUNTY agrees to notify CONTRACTOR as soon as possible of any problems or errors in COUNTY Information submitted. Services performed by CONTRACTOR in correcting such problems or errors are additional services for which additional fees will be payable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

AON CONSULTING INC., a New Jersey corporation

By: Chuck Washington
Chuck Washington, Chair
Board of Supervisors

By: Jennifer Brasher
Jennifer Brasher,
U.S. Retirement Leader

Dated: 6/25/2024

Dated: Jun 12, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

[Proof of Delegated Authority Received]

By: Naomy Ji
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: Gregg Gu
Gregg M. Gu,
Chief Deputy County Counsel

EXHIBIT A
SCOPE OF WORK
DBCcalc LICENSE AGREEMENT

All terms not defined herein shall have the meanings ascribed to them in the Agreement.

“**DBCcalc**” means Aon’s defined benefit calculation software known as DBCcalc™ as provided through Aon’s Internet site.

“**License Agreement**” means, collectively, the provisions of this Exhibit and the provisions of the Agreement as they relate to DBCcalc. In the event an express provision of this Exhibit contradicts an express provision of the Agreement, the express provision of this Exhibit shall prevail with respect to the DBCcalc.

“**Your Pension Resources (YPR)**” means Aon’s Your Pension Resources™ participant website for eligible participants for pension plan information and benefit modeling.

Plan Covered (the “Plan”)

401(a) Part-Time and Temporary Employees’ Retirement Plan

Pension Administration Services

One-Time Implementation Activity	
<p>One-Time Implementation</p> <ul style="list-style-type: none"> • Development of Requirements Document. • Participant Database Set-up. • Active Participant Data Load. • Inactive Participant Data Load. • Development of DBCcalc for use by County. • Trustee Interaction Set-up. • Development of Workflow and Reporting. • Your Pension Resources Set-up for Active and Deferred Vested Participants. <ul style="list-style-type: none"> ○ Development of the YPR Requirements Document. ○ Development of YPR. ○ Development of YPR data files. ○ One (1) day for a planning/scoping meeting for the customization of YPR. • Set up Plan Sponsor Tools and Provide 1 Day of Training. • Configure Standard Reports. <p>Benefit Statement Set-up Single page benefit statement. Accrued benefit only.</p> <p>Participant Data Clean-up</p> <p>Manual Data Entry</p>	<p>See Exhibit B.</p> <p>Included.</p> <p>Time and materials. (Options and budget will be provided in advance if services are needed.)</p> <p>Time and materials. (Options and budget will be provided in advance if services are needed.)</p>
Ongoing Activity	
<p>License for DBCcalc</p> <p>Data Collection</p>	<p>See Exhibit B.</p> <p>Single data file included bi-weekly (\$1,500 for each additional data file).</p>

Ongoing Activity	
<p>DBCcalc Annual Maintenance for use by County</p> <ul style="list-style-type: none"> Maximum benefit limitation, compensation limits, interest rate changes, etc. 	Included.
<p>Generate Annual Actuarial Data File</p> <ul style="list-style-type: none"> Active participants, deferred vested participants, and current pensioners. 	Included.
<p>Gross Monthly Trust Payment Reconciliation</p>	Included.
<p>Your Pension Resources (“YPR”) (participant modeling tool) License</p> <ul style="list-style-type: none"> Online access for Active and Deferred Vested Participants. Bi-weekly update of data. e-delivery of 1 benefit statement per year for selected participants. 	Included.
<p>Benefit Statement Production Single page benefit statement. Accrued benefit only.</p>	Single batch processing and high-level review included per year (no more than 25 hours of review).
<p>Miscellaneous/Other Services, as Requested</p> <ul style="list-style-type: none"> Assistance for benefit calculations. Editing/Researching data. Correcting County Information. Consulting on administrative issues, including Plan design, legislative changes, participant data issues, audit assistance, or insufficient documentation issues. 	Includes up to 30 ¹ hours per year. Time in excess of the included Miscellaneous/Other Services hours will be billed on a time and materials basis.

1. License, Access and Usage

- (a) Subject to the terms of this License Agreement, Aon hereby grants County a worldwide, non-transferable, and non-exclusive right and license to use only in accordance with this License Agreement for the purpose of calculating retirement benefits for County’s defined benefit plan participants and County retiree processing.
- (b) DBCalc is currently located at the following URL address: dbcalc.aon.com/County. This URL address is subject to change at Aon 's sole discretion and County will be given notice of any such change.
- (c) County will be provided with passwords for access to, and use of, DBCalc for up to five County employees (“Authorized Users”) with the capability for up to five Authorized Users to access and use DBCalc concurrently (“Concurrent Authorized Users”). Each Authorized User will be assigned a separate password. County will provide Aon with a list of Authorized Users so that Aon may generate such passwords. Upon County’s request, Aon will disable the password of any current Authorized User and issue a new password for a replacement Authorized User. Additional numbers of Authorized Users and/or additional Concurrent Authorized Users may be added by County, and passwords obtained for such users, for a fee mutually agreeable to Aon and County.
- (d) County will not provide access to, or use of, DBCalc to any third party or parties without the prior written consent of Aon. In the event County requests that a third party be included as an Authorized User under this License Agreement, such request may be granted only at the sole discretion of Aon and may be conditioned on such third party executing a confidentiality and/or license agreement acceptable to Aon.

- (e) DBCalc will be available to Authorized Users 24 hours per day, 7 days per week, except during periods of scheduled or emergency maintenance. Scheduled maintenance will not be performed between the hours of 7:00 a.m. and 7:00 p.m. Central Time, Monday through Friday.
- (f) County agrees that it will not download the software executable code in DBCalc to any hard drive or remove, alter, cover, or obfuscate any copyright or trademark notice appearing in DBCalc. County may make unlimited copies of the reports available from DBCalc.
- (g) It is understood and agreed that Aon reserves the right, in its sole discretion: 1) to modify the security procedures instituted by Aon in connection with County's access to and use of, through its Authorized User(s), DBCalc; and 2) to change the software underlying DBCalc, in its sole discretion, provided the resulting software remains functionally equivalent.
- (h) DBCalc incorporates software provided by third party suppliers ("Third Party Software"). It is understood and agreed that DBCalc and its related tools and materials (other than Third Party Software), including all trademarks and copyrights therein, are and will remain the property of Aon. Any Third-Party Software, including all trademarks and copyrights therein, is and will remain the property of the applicable third party. This License Agreement does not grant, or otherwise give, County ownership in, or other proprietary rights in, or license to use DBCalc, Third Party Software and/or any other intellectual property of Aon or its third-party suppliers except as expressly set forth herein.

2. Term, Fees, and Termination

- (a) This License Agreement is effective during the period pursuant to the terms of Section 2 of the Agreement.
- (b) One-time implementation fees will be paid by County in installments pursuant to Section 1.5 of Exhibit B.
- (c) License fees will be invoiced pursuant to Section 1.6 of Exhibit B. Fees for Miscellaneous/Other Services shall be invoiced to County on the last day of the month. Adjustments, reconciliations, or credits to the standard fees paid by County will be included on the invoice.
- (d) The One-Time Implementation and License Fees described above do not include the fees for employee/participant communications beyond the standard system-generated statements.
- (e) If County terminates Services before ongoing Services commence, County will pay for fees incurred by Aon in implementing those Services plus out-of-pocket expenses actually incurred, less any amounts already paid by County for those Services.
- (f) Aon may increase fees annually, including per transaction or per event/service fees, effective July 1, 2030, provided that any such annual increases in the fee will not exceed three percent (3%).
- (g) Notwithstanding the foregoing, fees will be increased 10% by Aon upon thirty (30) days prior written notice to County if County terminates the actuarial services provided by Aon, including, but not limited to, annual actuarial valuation services. In addition, County may elect to terminate all or a portion of Services at any time. If County terminates Services which account for ten percent (10%) or more of the annual revenues described in this Schedule or Aon terminates this Schedule pursuant to Section 3(c) of the Agreement prior to the end of the Initial or any Renewal Term, then upon such termination, County will be invoiced the fees in Exhibit B Section 1.4.2 Plan Administration – Implementation and Training Cost if terminated within the year ("Alternative Implementation Fee"). The Alternative Implementation Fee is in addition to the fees in 1.4.1 and any other fees for services, expenses, or charges due under other provisions in any Schedule or in the Agreement. Upon termination, all unpaid charges, if any, will become immediately due and payable. In addition, the fee schedule for the remaining Services may be adjusted to reflect lost economies of scale. If the termination of Services is a result from a termination of the Plan(s) and Aon is hired to provide Actuarial, Pension Administration, and Annuity Placement services for the Plan(s) termination, 50% of the Alternative Implementation Fee will be waived.

- (h) Fees are based upon the assumptions stated in the Best and Final Offer document dated December 19, 2023. In the event assumptions vary from the actual service delivery, implementation and ongoing fees will be impacted and adjusted accordingly.
- (i) For services completed on a time and materials basis, fees will be determined on a time and materials basis in accordance with Aon's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required, unless a different arrangement is agreed to by both parties.
- (j) Miscellaneous costs not directly allocable to County (including research, knowledge management, information networks, and databases), are added to all service fees at Aon's then standard rate (currently 7%).
- (k) To the extent Aon is or may become subject to the fee disclosure requirements under section 408(b)(2) of ERISA with respect to the services described in this Exhibit, this Exhibit is intended to provide such disclosure. Aon's fees for the services described in this Exhibit are "direct compensation".

3. Plan and Data Requirements

- (a) DBCalc and YPR functionality covered by this Exhibit will conform to the specifications set forth in the applicable requirements document(s) (the "Requirements Document") which will be prepared by Aon after consultation with County. Upon approval, the Requirements Document will be incorporated by reference into the Exhibit. Aon will implement DBCalc and YPR in accordance with the Requirements Documents and provide passwords to County for Authorized Users to access DBCalc on the DBCalc Live Date. In the absence of any written comments or objections by County within fifteen (15) business days of submission, the Requirements Document or portions submitted will be deemed to have been approved. The Requirements Document shall constitute Aon Information. Amendments to the Requirements Document will follow a similar procedure. Changes in County's requirements or scope changes after approval of the Requirements Document will be considered additional services and may result in additional charges determined at the time the changes are requested. The Requirements Document will be amended to reflect any such changes, with the same approval process as described above.
- (b) County will (i) verify that all procedures set out in the Requirements Document are consistent with the Plan(s) legal documents, (ii) interpret the Plan(s), and (iii) supervise and review the activities of any trustee for the Plan(s). County will maintain the Plan(s) legal documents in compliance with applicable law. County represents that such documents are now in compliance with applicable law. County agrees to notify Aon as soon as possible of any amendments or proposed amendments to the Plan(s) legal documents.
- (c) Supporting administrative changes requested by County (e.g., plan changes, plan amendments, new plan offerings, changes in service providers or system interfaces, work related to acquisitions and divestitures) after County approval of the Requirements Document will often result in additional one-time fees and may result in changes to ongoing fees. Aon agrees to work with County in developing a change control process to facilitate the budgeting and management of these events.
- (d) Conversion data is provided in Aon's format and provided through not more than six (6) electronic file transfers.
- (e) Data is of sufficient quality that processing can be performed without human intervention. Data research and correction, exception processing, and any manual processes resulting from missing or inaccurate data is billed as additional services.
- (f) County will submit to Aon all information and/or data necessary for Aon to provide DBCalc to County. Such information and/or data will be used to develop the specifications set forth in the Requirements Document. County will be solely responsible for the accuracy and appropriateness of any information and/or data provided to Aon. Aon may, but will not be required to, inquire into the genuineness or correctness of any such information and/or data.
- (g) It is understood and agreed that County's defined benefit plan participant information will be stored on Aon's servers. Aon will take substantially similar measures to safeguard such information as it takes to safeguard its own information of similar importance, except where the parties agree otherwise. County will be responsible for retaining duplicate copies of any defined benefit plan participant information it sends to Aon and for taking other

precautions as it deems necessary in case such information is lost or destroyed, regardless of cause, or in case reprocessing is needed for any reason. Any such information will be encrypted prior to transmission between County and Aon through the Internet. Upon termination, all County information may be returned to County in Aon's standard format at Aon's then-current fees. Aon may retain an archival copy of such County information.

- (h) If a benefit payment to or for the benefit of a participant exceeds the amount correctly payable under the Plan (the excess being the "Overpayment"), Aon and County shall attempt to recover from the Participant and/or other recipient the Overpayment in accordance with Section 4(a) of this Exhibit and any such procedures for the recovery of Overpayments in effect at the time of the Overpayment. The fees and out-of-pocket costs associated with such efforts shall be the responsibility of the party that caused the error. County hereby represents that the Plan's legal documents contain and shall, while this Exhibit remains in effect, continue to include provisions and statements that (a) any Overpayments must be returned to the Plan by the recipient, and (b) the Plan and its agents are authorized to (1) recoup Overpayments plus any earnings or interest, and (2) if necessary, offset any overpayments that are not returned against other Plan benefits to which the recipient is or becomes entitled.

4. Indemnity and Liability

- (a) For the avoidance of doubt, Aon Consulting is subject to Section 21 of the Agreement.
- (b) Both Aon and County agree to use reasonable efforts to mitigate their own, as well as each other's, liability, damages, and other losses suffered in connection with this Exhibit, including where any damages can be mitigated by lawfully pursuing recovery from participants of County or other third parties with whom County has a relationship (i.e. vendors), and each of Aon and County will conduct or permit diligent efforts to so recover.
- (c) DBCalc and YPR are provided "as is" without warranties of any kind, express or implied, including any implied warranties of merchantability and fitness for a particular response. Aon does not promise that DBCalc or YPR will be error free or will operate without interruption. In the event County detects any errors or non-conformities in DBCalc or YPR which cause them to fail to provide the functionality set forth in the Requirements Document, County will provide Aon with sufficient information to identify such errors or non-conformities and Aon will make corrections to cause DBCalc or YPR to operate in conformity with and according to the Requirements Document.

5. YPR Systems Access, Usage, and License

- (a) YPR is currently located at the following URL address: <https://ypr.aon.com/County>. YPR Administrator Site is currently located at the following URL address: <http://ypradministrator.aon.com/County>. These URL addresses are subject to change at Aon's sole discretion and County shall be given notice of any such change.
- (b) County will provide Aon with a list of the Participants who will need access to YPR and Aon will authorize access for such Participants ("YPR Authorized Users"). Authorized Users will be notified of their ability to access YPR and, upon validation of their identity, establish a username and password. Upon County's request, Aon will disable passwords for any current YPR Authorized Users.
- (c) County will provide Aon with a list of up to 5 (five) employee administrators to be granted access to YPR Administrator Site and Aon will generate passwords for these administrators ("YPR Authorized Administrators"). Only upon County's request, will Aon disable passwords for any current YPR Authorized Administrators.
- (d) County may retain any documents utilized or downloaded through the use of YPR subject to the terms and conditions of this Exhibit. County and its Participants may make unlimited copies of documents generated from YPR. In no event will Participants be able to request that a third party be included as a YPR Authorized User under this Exhibit.
- (e) Subject to the terms of this Exhibit, Aon hereby grants County, YPR Authorized Administrators, and YPR Authorized Users a worldwide, non-transferable, and non-exclusive right and license to use YPR (which for purposes of the Exhibit shall be considered part of Aon Software) only in accordance with this Exhibit for the purpose of calculating defined benefit plan pension estimates for the populations identified in the Requirements Document (as defined in Section 3(a)).

- (f) County and its Participants will be responsible for the maintenance and license of a compatible browser and to connect to or access YPR or any Aon website ("Required Products"). In addition, County will be responsible to determine the appropriate settings for any corporate Internet firewalls and will be expected to maintain these settings to allow the use of YPR or any Aon website. County will be notified by Aon when changes to the Required Products occur.

6. Support

- (a) Aon will provide support services via Aon's system support center twenty-four (24) hours per day, seven (7) days per week.
- (b) Aon will provide County with one (1) day of training on the usage of DBCalc at County's site. Aon's time for such training will be included. County will reimburse Aon for Aon's travel and related expenses. Additional training as may be requested by County will be provided for an additional charge for Aon's time, travel, materials and related out-of-pocket expenses.
- (c) Aon represents that DBCalc and YPR will perform in accordance with the Requirements. County will be responsible for reviewing all DBCalc output before disseminating such output. In the event County detects any errors or non-conformities in DBCalc and/or YPR within sixty (60) days upon completion of any changes to the Requirements ("Acceptance Period") that cause DBCalc and/or YPR to fail to provide the functionality set forth in the Requirements, County will provide Aon with sufficient information to identify such errors or non-conformities and Aon will make corrections at no cost to cause DBCalc and/or YPR to perform in accordance with the Requirements. Each time Aon makes any changes to DBCalc and/or YPR in order to conform to the Requirements, a new Acceptance Period will commence. Any changes requested after the Acceptance Period will be considered additional services and may result in additional charges determined at the time the changes are requested.

7. Miscellaneous

- (a) This License Agreement sets forth the entire agreement of the parties regarding DBCalc and supersedes all prior written and oral communications, negotiations, and agreements regarding DBCalc or Your Pension Resources.
- (b) Aon may use County Plan information in combination with other data, including the disclosure of such information to third parties, provided that no such information is identifiable as County, the Plan or a plan participant (for example, Aon may aggregate County Plan information with other client data to provide trend analyses to our client base.)
- (c) It is expressly understood and agreed that the obligations of Sections 3(g), 4 and 7(b) of this Exhibit as well as all payment obligations arising on or before the date of termination or expiration of the term of this Exhibit, will survive the termination of this Exhibit.

**EXHIBIT B
PAYMENT PROVISIONS**

1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, and conditions stated in this Agreement, the Request for Proposal #HRARC-094 and all related exhibits, and the fees are inclusive of all costs, including administration and travel expenses associated with the delivery of services.

1.2 Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees below or mentioned elsewhere in this Agreement will not be reimbursed.

1.3 CONTRACTOR shall be paid in accordance with the following for services listed in “Exhibit A: Scope of Work”. Any additional billing for services outside of the outlined scope of work will be proposed for County approval ahead of services being rendered.

1.4 Cost Summary:

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1.4.1 Plan Administration – Implementation and Training Cost if not terminated within the year.	\$225,000	\$0	\$0	\$0	\$0	\$0
1.4.2 Plan Administration – Implementation and Training Cost if terminated within the year.*	\$0	\$130,000	\$105,000	\$80,000	\$55,000	\$35,000
1.4.3 Ongoing Plan Administration – Insourced Level of Support (Year 1 is only Implementation)	N/A	\$128,000	\$131,840	\$135,795	\$139,869	\$144,065
1.4.4 Participant Website Implementation & Training	Included	N/A	N/A	N/A	N/A	N/A
1.4.5 Ongoing Participant Website License, Maintenance & Support	Included	Included	Included	Included	Included	Included
1.4.6 Thirty (30) hours/ calculations (late retirement/QDROS)	Included	Included	Included	Included	Included	Included

Additional Associated Cost, if applicable. Any costs or fees beyond those listed in the table above must be approved in advance by the County in writing.

*Refer to Exhibit A Section 2. (g) for more details.

1.5 Plan Administration Implementation Billing Schedule:

Description	Amount
Billed Net 30 at contract execution (1/3 of Implementation) (anticipated 7/1/2024)	\$75,000
Billed Net 30 at delivery of Draft Requirements Document (1/3 of Implementation) (anticipated 10/1/2024)	\$75,000
Billed Net 30 at DBCalc Live Date (1/3 of Implementation) (anticipated 7/1/2025)	\$75,000
Total One-Time Implementation Costs	\$225,000

1.6 Billing Schedule for Ongoing Plan Administration:

Description	Amount
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 2 (July 1, 2025-June 30, 2026)	\$32,000
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 3 (July 1, 2026-June 30, 2027)	\$32,960
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 4 (July 1, 2027-June 30, 2028)	\$33,948.75
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 5 (July 1, 2028-June 30, 2029)	\$34,967.25
Billed at beginning of Quarter 1 and Quarterly thereafter - Year 6 (July 1, 2029-June 30, 2030)	\$36,016.25

Attachment I
HIPAA Business Associate Agreement
Addendum to Contract

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement 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 County 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.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471