

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Keenan & Associates

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Benefits brokerage services**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$75,000
- (§3) **Contract Beginning Date:** 4/1/2020 **Contract Termination Date:** 12/31/2023
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§33) Contractor: Keenan & Associates Contact Person: Laurie LoFranco (310) 212-0363 e-mail: llofranco@keenan.com	County of Nevada: County of Nevada Contact Person: Steven Rose (530) 265-7046 e-mail: steven.rose@co.nevada.ca.us
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Contractor is a: (check all that apply)

- Corporation: Calif., X Other, LLC, Non-profit
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., Dba, Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third-party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §**Error! Reference source not found.**, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) day notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) day notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain Technology Professional Liability Errors and Omissions Insurance in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- (i) The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the

Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

- (ii) **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Contractor.
- (iii) The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this agreement.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of

said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) day notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:

Honorable Heidi Hall

Title:

Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____

Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

(Provided By Contractor)

Platform Services and Reports

1. **Platform Services and Reports:**

- A. The Platform provides the following services:
 - 1. Benefit administration functionality including the ability to manage eligibility rules for various classes of employees/dependents;
 - 2. Online enrollment functions enabling employee self-service or Client enrollment on the Client's employees' behalf;
 - 3. Benefits billing and eligibility functions including the ability to create and transmit carrier-billing reports;
 - 4. The ability to communicate general health and welfare information and for the Client to upload documents and web links germane to the Client;
 - 5. Other useful content as Keenan deems appropriate.

- B. With respect to the Platform, Keenan will:
 - 1. Maintain the Platform and keep its contents updated and current;
 - 2. Provide technical support to the Client;
 - 3. Provide training on the Platform to the Client's Human Resources users and for employee trainers;
 - 4. Provide implementation support including the loading of the plan designs, the eligibility rules, Client census files, initial user data and other data required to enable the Platform;
 - 5. Provide annual updates to plan designs and related eligibility rules stored in the Platform;
 - 6. Identify employees and dependents who are enrolled in plans for which they are defined as ineligible;
 - 7. Set up data transfers with the Client's carriers;
 - 8. Ensure that standard reports are available for the Client's census, carrier bills and related benefits.

- C. With respect to the Platform, the Client will:
 - 1. Maintain user passwords and accounts for any employees given access;
 - 2. Provide initial census data files;
 - 3. Work with Keenan to acquire carrier membership files;
 - 4. Work with Keenan to fully define eligibility rules.

Enhanced Services

1. Definitions

- a. Voluntary Benefits. An Enhancement that will allow employees to access, apply for, and purchase, on an individual basis, certain elective benefits that are not included in Client's benefit plans. Depending upon carrier practices Client may be required to collect premiums (e.g., payroll deduction) and submit to carriers.

- b. Age Out Options. An Enhancement that permits Keenan to use data from Benefit Bridge to identify dependents approaching 26 and alert them that they will no longer be eligible on their parents' plan and provides options for them to explore and/or purchase individual coverage.
- 2. Client hereby authorizes Keenan to install all Enhancements on its BenefitBridge Platform EXCEPT the following (check any Enhancements that you do NOT want):
 - a. Voluntary Benefits
 - b. Age Out Options
- 3. Data stored on BenefitBridge may be transmitted electronically to carriers and other Vendors ("Vendors") to facilitate the application for and/or enrollment in products and programs offered through the Enhancements. No Data will be transmitted unless an individual has, through the use of an Enhancement, elected to purchase or participate in the Vendor's product or program.
- 4. The Enhancements will be installed without charge to Client. It is understood and agreed that Keenan may be compensated by the Vendors in exchange for facilitating the application/enrollment process by transmitting the data electronically from BenefitBridge, and that Keenan may receive a commission from one or more Vendors as a result of the sale of their products or programs to an individual employee.

Core Broker Services

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's

responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client;
 - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;
 - Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
 - Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
 - Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees and
 - Attendance at 2 meetings of the Client's Insurance Committee.

CLIENT'S RESPONSIBILITIES

1. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.
2. All information provided to Keenan by Client, either in anticipation of or during the term of this Agreement, shall be complete and accurate, and Keenan may rely upon such information.
3. Client agrees that the Platform is intended for the use of its employees and their dependents. Client shall not provide access to the Platform to any other party or entity without the written consent of Keenan.

4. Client agrees to use the Platform only for the purposes set forth in this Agreement and that it shall not at any time: (i) create any derivative work based on the Platform Services, except for the reports that Client is allowed to run from the Platform; (ii) copy or modify the Platform services in any form.
5. Client shall immediately notify Keenan upon termination of any employee who has been given administrative rights to the BenefitBridge system so that Keenan can take such steps as may be necessary to terminate all such rights.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Fee/Commission

As compensation for its provision of the Services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Client acknowledges that commissions paid by insurers to Keenan that are directly related to the insurance coverage purchased by Client as part of the Plans may impact the pricing that Keenan is able to obtain for Client for such coverage.

The monthly fee for BenefitBridge will be waived through December 31, 2020. Beginning January 1, 2021, in exchange for the Client's use of the Platform and Platform Services, Client acknowledges Keenan will receive \$3.00 per employee per month ("PEPM") through user fees, where "Employee" is defined as any individual loaded into the application with any of the following statuses: full-time, part-time, leave of absence, new hires, active, COBRA and COBRA pending. The term "Employee" does not include terminated employees, retired, or any spouse or dependent of an Employee. The \$3.00 PEPM will not increase for the duration of this Agreement (from the Effective Date through December 31, 2023), and in no event will the charges by Keenan exceed the agreed upon formula of \$3.00 per month for each eligible Employee, as defined above and it may be less depending on commissions. These fees are not be billed directly to the County but deducted from commissions and fees to the vendors.

Each annual renewal, the excess agreed upon commission to Keenan, per calendar year, will be returned to the County. For the first year of the agreement (May 1 through December 31, 2020), the agreed upon commission maximum is \$75,000. Each subsequent renewal document and commission will be approved by the Health Benefits Officer or Plan Administrator, which shall reflect then market conditions and plan options.

This contract excludes voluntary benefits paid for solely by employees.

Reactivation Fee

If, for any reason whatsoever, the Client stops the BenefitBridge installation process once it has begun, Client will be charged a \$10,000.00 Reactivation Fee to reactivate the BenefitBridge installation.

Open Enrollment Fee

Client is entitled to one annual online Open Enrollment at no charge during each year of this Agreement. Client shall be charged a flat fee of \$15,000.00 for each additional online Open Enrollment that is performed in a given plan year.

EXHIBIT "C"

SCHEDULE OF CHANGES

Section 26 (Notices) is hereby amended to add the following:

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

Approved by County Counsel

EXHIBIT "D"

SCHEDULE OF HIPAA PROVISIONS

If and to the extent, and so long as, required by the provisions of 42 U.S.C. § 1171, et seq., enacted as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, but not otherwise, Contractor does hereby assure County that Contractor will appropriately safeguard Protected Health Information made available to or obtained by Contractor.

In implementation of such assurance and without limiting the obligation of Contractor otherwise set forth in this Agreement or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

The agreement of Contractor set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to Contractor by County in accordance with applicable law, constitutes a contract between County and Contractor establishing the permitted and required uses and disclosures of such Protected Health Information by Contractor. In amplification and not in limitation of the provisions of this Agreement including this Section of this Agreement, Contractor agrees that Contractor shall:

1. Not use or further disclose such Protected Health Information other than as permitted or required by this Agreement. Contractor shall not, except as necessary for the proper management and administration of the Contractor to carry out the legal responsibilities of the Contractor for performance of Contractor's duties under this Agreement, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to the County or patients of the County without prior written consent or authorization of the County or of the patient. If Contractor uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. Contractor shall also ensure that the person notifies Contractor of any instances of breach of confidentiality such person is aware of. Contractor shall ensure that its personnel, employees, affiliates, and agents maintain the confidentiality of patient health information and business of the County;
2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by County;
3. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such Protected Health Information that it creates, receives, maintains, transmits or destroys on behalf of County;
4. Report to County any use or disclosure of such information not provided for by this Agreement of which Contractor becomes aware;
5. Ensure that any subcontractors or agents to whom Contractor provides Protected Health Information received from County agree to the same restrictions and conditions that apply to Contractor with respect to such information;
6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. Contractor shall not release any electronic information without complying with all above requirements;
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from County available to the Secretary of the United States Health and Human Services for purposes of determining Contractor's compliance with applicable law (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials);

9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. Contractor agrees that this Agreement may be amended from time to time by County if and to the extent required by the provisions of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith; and
10. Authorizes termination of the Agreement by County if County determines that Contractor has violated a material term of this Agreement.