PROTECTED HEALTH INFORMATION CONFIDENTIALITY AGREEMENT

Agreement Effective Date	December 18, 2017
Agreement Effective Period	December 18, 2017 through December 31, 2018
The Company	EmpiRx Health and Voya Financial
The Client	San Joaquin Valley Insurance Authority (the SJVIA)
The Third Party Vendor or Third Party Administrator (the TPA)	N/A
The Group Health Plan	The SJVIA Health Plan

This Protected Health Information Confidentiality Agreement (the "Agreement") is entered into as of the Agreement Effective Date by and between the Company, the Client, and the TPA providing services to or for the Client's Group Health Plan. The Client or the TPA shall individually be referred to herein as a "Disclosing Party" and collectively as the "Disclosing Parties".

RECITALS

A. The Client has engaged the TPA to provide services to the Group Health Plan, each under a separate "Business Associate Contract" between the Client and the TPA.

B. The Disclosing Parties may provide or disclose Protected Health Information (as defined below) to the Company in connection with completing the work identified in the Company's Business Agreement with the Client.

C. The purpose of this agreement is to limit the use and disclosure of PHI by the Company to the purposes provided for herein and to provide reasonable assurances to each Disclosing Party that the Company will maintain appropriate safeguards to protect PHI from any use or disclosure contrary to this Agreement and the Privacy Rule and Security Rule (each as defined below).

SECTION 1: DEFINITIONS

1.1 Breach. "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402, as may be amended from time to time.

1.2 Data Aggregation. "Data Aggregation" shall mean, with respect to Protected Health Information provided by the Disclosing Parties, the combining of such Protected Health Information with Protected Health Information received by the Company, to permit data analyses as they relate to Health Care Operations.

1.3 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R § 164.501, as may be amended from time to time.

1.4 Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as "electronic protected health information" in 45 C.F.R. § 160.103, as may be amended from time to time.

1.5 Health Care. "Health Care" shall have the same meaning as the term "health care" in 45 C.F.R. § 160.103, as may be amended from time to time.

1.6 Health Care Operations. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501, as may be amended from time to time.

1.7 Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R § 160.103 and shall include a person's personal representative who is treated as the Individual in accordance with 45 C.F.R § 164.502(g), as each may be amended from time to time.

1.8 Limited Data Set. "Limited Data Set" shall have the same meaning as the term "limited data set" in 45 C.F.R. § 164.514(e), as may be amended from time to time.

1.9 Payment. "Payment" shall mean the same meaning as payment in 45 C.F.R. § 164.501, as may be amended from time to time.

1.10 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as described at 45 C.F.R part 160 and part 164, subparts A and E, as may be amended from time to time, as applied to the Company's use and disclosure of PHI provided for in this Agreement.

1.11 Protected Health Information ("PHI"). "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R § 160.103, as may be amended from time to time, limited to the information received by the Company from any Disclosing Party.

1.12 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R § 164.103, as many be amended from time to time.

1.13 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.14 Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. Parts 160 and Part 164, Subparts A and C, as may be amended from time to time, as applied to the Company's use and disclosure of PHI provided for in this Agreement.

1.15 Transactions. "Transactions" shall have the same meaning as the term "transactions" in 45 C.F.R. § 160.103, as may be amended from time to time.

1.16 Unsecured PHI. "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 164.402, as may be amended from time to time.

SECTION 2: LIMITED DATA SET - PERMITTED USES AND DISCLOSURES

2.1 Permitted Uses and Disclosures. The Company may use PHI provided to it in the form of a Limited Data Set, as defined by 45 C.F.R. § 164.501 and permitted by 45 C.F.R. § 164.502(a)(1), solely as identified in the Scope of Service in the agreement between the Company and the Client. Except as provided for in Section 3 of this Agreement, the Company shall not use or disclose PHI under this Section for any other purpose.

2.2 Identification. The Company agrees not to undertake any action which may cause the PHI, including the Limited Data Set, to identify any Individual, nor shall the Company knowingly contact any Individual whose PHI is included in the Limited Data Set.

2.3 Conclusion of Work. Upon conclusion or termination of the work and after any applicable record retention period in the applicable agreement between the Company and the Client, the Company shall destroy or return to Client any property received from the Disclosing Parties which may be in the Company's possession including all PHI, confidential information, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same, including without limitation any of the foregoing recorded on any computer or any machine readable medium.

SECTION 3: PHI – PERMITTED USES AND DISCLOSURES

3.1 Purpose of PHI Disclosure. A Disclosing Party may provide and disclose PHI to the Company for the purpose of fulfilling the Scope of Service as identified in the Agreement between the Disclosing Party and the Client, in each case as permitted by 45 C.F.R. § 164.502(a)(1), as may be amended from time to time.

3.2 Permitted Uses. The Company may use PHI received from a Disclosing Party solely for the purpose for which it is provided as specified in Section 3.1 of this Agreement.

3.3 Permitted Disclosures. The Company may disclose PHI provided that the Company obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon the Company pursuant to this Agreement) and the person agrees to notify the Company of any use or disclosure of PHI of which it becomes aware in which the confidentiality of the information has been breached.

3.4 Required by Law. The Company may disclose the PHI if and to the extent that such disclosure is Required by Law.

3.5 Data Aggregation. The Company may use PHI to provide Data Aggregation services, including use of PHI for statistical compilations, reports, research and all other purposes allowed under applicable law.

SECTION 4: OBLIGATIONS OF THE COMPANY

4.1 Privacy of PHI. The Company will maintain appropriate safeguards to reasonably protect PHI from any intentional or unintentional use or disclosure contrary to this Agreement and the Privacy Rule.

4.2 Security of PHI. The Company shall ensure that its information security programs include appropriate administrative, physical and technical safeguards designed to prevent the use or disclosure of confidential information, such as the PHI received by the Company, contrary to this Agreement and the Security Rule.

4.3 Notification of Disclosures. The Company will report to the Disclosing Parties any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

4.4 Notification of Breach. The Company will notify the Disclosing Parties of any Breach of Unsecured PHI as soon as practicable, and no later than 5 days after discovery of such Breach. The Company's notification of a Breach will include: (a) the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Company to have been, accessed, acquired or disclosed during the Breach; and (b) any particulars regarding the Breach that the Group Health Plan would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404, as may be amended from time to time.

4.5 Mitigation. To the extent practicable, the Company will cooperate with the Disclosing Party's efforts to mitigate a harmful effect that is known to the Company of a use or disclosure of PHI not provided for in this Agreement.

4.6 HIPAA Compliance Support. The Company agrees to make internal practices, books, and records, including policies and procedures of its information security program, relating to the use and disclosure of confidential information, such as the PHI received by the Company, available to the Secretary, as requested by the Group Health Plan, or designated by the Secretary, for purposes of the Secretary determining the Group Health Plan's compliance with the Privacy Rule.

SECTION 5: OBLIGATIONS OF THE DISCLOSING PARTIES

5.1 Privacy Practices. The TPA will notify the Company of any changes to the limitation(s) in the Group Health Plan's notice of privacy practices in accordance with 45 C.F.R. § 164.520, as amended from time to time, to the extent that such a limitation may affect the Company's use or disclosure of PHI under this Agreement. The TPA will provide such notice no later than 15 days prior to the effective date of the limitation. The TPA confirms that the Group Health Plan's privacy notice discloses the use and disclosure of PHI for Health Care Operations and Payments as permitted by this Agreement.\

5.2 TPA Use and Disclosure of PHI. The TPA represents that any disclosure of PHI provided to the Company is permitted by the Business Associate Contract between the Client and the TPA, as applicable.

5.3 Minimum Necessary. Each Disclosing Party shall limit PHI to the minimum necessary to accomplish the permitted uses and disclosures of the Company provided for in this Agreement when providing or disclosing PHI to the Company in accordance with 45 C.F.R. § 164.502(b) and 45 C.F.R. § 164.514(d), as each may be amended from time to time.

5.4 Payment and Health Care Operations Standards. Each Disclosing Party shall ensure that the use and disclosure of PHI by the Company for Health Care Operations and Payment purposes complies with the standards of 45 C.F.R. § 164.506, as may be amended from time to time.

5.5 Electronic PHI. Each Disclosing Party shall not provide Electronic PHI to the Company in the form of "unsecured protected health information" as defined in 45 C.F.R. § 164.402, as may be amended from time to time.

6. TERM AND TERMINATION

6.1 Term. This Agreement will commence as of the Agreement Effective Date and will terminate in accordance with Section 6.2 or upon the termination of the Agreement Effective Period.

6.2 Termination for Cause. Upon either party's knowledge of a material breach by the other party of this Agreement, such party will provide written notice to the breaching party detailing the nature of the breach and providing an opportunity to cure the breach within 30 business days. Upon the expiration of such 30 day cure period, the non-breaching party may terminate this Agreement if cure is not possible.

6.3 Effect of Termination. Upon termination of this Agreement, the Company will: (a) extend the protections of this Agreement to all PHI retained by Company; (b) limit further uses and disclosures of such PHI to those purposes provided for in this Agreement for so long as the Company maintains such PHI; and (c) where possible, only disclose such PHI to a third party if the information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b), as may be amended from time to time. The parties acknowledge and agree that if it is not feasible for the Company to return or destroy all PHI received by the Company under this Agreement;, the Company's retention of PHI upon the termination of the Agreement shall be solely for the purposes of complying with any applicable record retention requirements in the applicable contract between Company and Client or as otherwise required by law.

SECTION 7: SURVIVAL

The respective rights and obligations of the parties under Section 6.3 of this Agreement will survive the termination of this Agreement.

SECTION 8: GENERAL

8.1 Relationship of the Parties under HIPAA. This Agreement should not be construed and does not establish any contractual relationship for services. The Company is not an agent or sub-contractor of any Disclosing Party or the Group Health Plan. Each Disclosing Party acknowledges and agrees that the Company does not provide Health Care to or for any Individual either directly or indirectly on behalf of the Group Health Plan.

8.2. Governing Law. This Agreement is governed by, and will be construed in accordance with, the laws of the state of California.

8.4 Successors and Assigns. This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party. No party may assign this Agreement without the prior written consent of Company, which will not be unreasonably withheld.

8.5 Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

8.6 Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing to a party, will be sent to its address set forth in the Agreement, or to such other address as may be designated by that party by notice to the sending party, and will reference this Agreement.

8.7 Amendment and Waiver. This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of the parties. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than the Disclosing Parties and the Company.

8.8 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

8.9. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

8.10. Counterparts. This Agreement may be signed in counterparts, which together will constitute one agreement. Documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the Agreement Effective Date.

The Company: EmpiRx Health **Address:**	**The Company: Voya Financial** **Address:**
Signed **Name** **Title** **Date**	**Signed** **Name** **Title** **Date**

Client: San Joaquin Valley Insurance Authority **Address:**
Signed **Name** **Title** **Date**