Claims Services Agreement

AGREEMENT made as of the last dated signature by a party to this Agreement by and between **TRISTAR Claims Management Services, Inc.,** a Delaware corporation having its principal place of business at 100 Oceangate, Suite 840, Long Beach, CA 90802 ("TRISTAR"), and **County of Webb, Texas,** a Texas political subdivision having its principal place of business at 1000 Houston St., 3rd Floor, Laredo, TX 78040 ("Customer" or "Webb County"). Webb County and TRISTAR are referred to individually as a "Party" and collectively as "the Parties."

WHEREAS, Customer, as a qualified self-insured under applicable state law, has a self-insured retention program with respect to Workers' Compensation and Liability claims and claim expenses pertaining to Customer's business ("SIR Program") with a retention level as set forth in *Schedule A* attached hereto ("Retention Level"); and

WHEREAS, Customer has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising under the program; and

WHEREAS, Customer desires to engage TRISTAR as the claims administrator with respect to those claims and/or losses arising under the program, including certain claims that were previously handled by Customer or any other entity; and

WHEREAS, TRISTAR desires to accept such engagement pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and other agreements set forth herein, TRISTAR and Customer hereby agree as follows:

Section 1 Term

The term ("Term") of this Agreement shall commence at 12:00 A.M. on October 1, 2025 ("Effective Date") and shall remain in effect unless and until terminated in accordance with the provisions of *Section 9* of this Agreement or until September 30, 2028, unless extended by amendment.

Section 2 Engagement, Duties, and Authority of TRISTAR

2.1 Customer hereby engages TRISTAR, and TRISTAR hereby accepts such engagement as the claims administrator to represent and act for Customer with respect to all Claims arising under the Program, occurring during the Term, reported to TRISTAR during the Term, and assigned to TRISTAR by Customer ("Claims"). Claims shall consist of:

2.1.1 ***"Takeover Claim(s)"*** which shall be defined as any Claim reported to TRISTAR that has been handled by Customer or any preceding manager or administrator prior to being assigned to TRISTAR and is open and pending as of the Effective Date; and

2.1.2 ***"Newly Reported Claim(s)"*** shall be defined as any Claim other than Takeover Claims.

2.2 The terms and conditions of this Agreement will continue to apply during the Term and during any period Claims continue to be handled by TRISTAR. In consideration of payment of the agreed-upon fees, as set forth in this Agreement, TRISTAR agrees to perform the following services ("Services") during the Service Period as defined in *Schedule A* and any extension or renewal thereof, if applicable, with respect to the Claims. Subject to the authority limits stated below, TRISTAR shall:

2.2.1 provide to Customer the following basic services ("Basic Services"):

(i). establish and maintain an electronic file with respect to each Claim ("Claim File"); such Claim Files shall include accurate records and accounts of all transactions with

respect to Claims; and be maintained in accordance with prudent standards of recordkeeping;

(ii). conduct analysis of Claims to determine their validity and compensability in accordance with Claims' guidelines as may be agreed to by TRISTAR and Customer;

(iii). establish case-specific reserves, adjust, resist, deny, and/or settle Claims:

- ◇ up to the authority limit set forth in *Schedule A* ("Settlement Authority"); and
- ◇ in excess of the Settlement Authority at the direction of and with the approval of the Customer.

(iv). upon approval or at the direction of Customer, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials, and/or appeals;

(v). comply with *Schedule D: Banking and Funding* attached hereto, which governs the operation of an account maintained pursuant to *Section 4* ("Account");

(vi). pursue, as deemed appropriate by TRISTAR, reasonable possibilities of subrogation, contribution, or indemnity (not insurance or reinsurance recoveries) on behalf of Customer and deposit all recovery amounts in the Account;

(vii). refer all regulatory complaints to Customer and cooperate with Customer to resolve such complaints;

(viii). report cases involving suspected fraud to the appropriate state-mandated agency, and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services;

(ix). provide TRISTAR's standard claims reports to Customer; and

(x). make payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses (as defined in *Section 12*), out of funds provided by the Customer pursuant to *Section 3* hereof, subject to the limitations and requirements of this Agreement.

2.2.2 provide to Customer information services in accordance with the provisions of *Schedule E: Information Services* attached hereto ("Information Services") and *TRISTAR Privacy, Confidentiality, and Information Security Policies* in accordance with *Schedule F*;

2.2.3 provide, or use TRISTAR Managed Care, Inc. ("TMC"), an affiliate of TRISTAR, to provide utilization management services in accordance with the provisions of *Schedule C* attached hereto ("Utilization Management Services");

2.2.4 provide, or use TMC to provide, case management services in accordance with the provisions of *Schedule C* attached hereto ("Case Management Services"); and

2.2.5 provide, or use -vendors to provide, all other specialty services ("Other Specialty Services") such as early intervention, medical bill review, PPO network, Specialty Carve-out PPO networks for Diagnostic Services and Durable Medical Equipment, claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation ("SIU"), and index bureau reports. Utilization Management Services, Case Management Services, and Other Specialty Services shall be referred to collectively as "Specialty Services." Specialty Services are charged as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

2.3 TRISTAR has delegated authority within the retention level to adjust losses where there are no coverage issues present. Where a coverage issue is present or a coverage question requires a coverage analysis and determination, those matters shall be immediately referred to the Customer. The Customer retains ultimate authority to approve all coverage positions, such as reservation of rights and coverage denials.

Section 3 Duties of Customer

3.1 Customer shall:

3.1.1 promptly forward, or cause to be forwarded to TRISTAR, all claims, claim forms, demands, notices, inquiries, or correspondence concerning or related to Claims;

3.1.2 at the time that Claims are assigned to TRISTAR, provide TRISTAR with a copy of any investigative and pertinent material;

3.1.3 not comment upon, discuss with third parties, or independently adjust, attempt to settle, or otherwise process Claims without prior written notice to TRISTAR;

3.1.4 comply with *Schedule D: Banking and Funding* as respects the operation of the Account including Customer's obligation to provide funds to TRISTAR for the payment of all Claims and Allocated Loss Adjustment Expenses;

3.1.5 cooperate with TRISTAR with respect to the performance of Claim services, including, but not limited to: responding promptly to TRISTAR's requests for information; providing timely direction to TRISTAR for matters exceeding its authority; meeting with TRISTAR, as may be needed; and making decisions as required by this Agreement and within such time periods as to meet all legal requirements applicable to the obligations under this Agreement;

3.1.6 report to any and all insurers, reinsurers, or intermediaries all facts, notices, documents, and information sufficient to comply with reporting requirements of said insurers or reinsurers regarding the Claims hereunder. TRISTAR shall make no such reports unless specifically provided in this Agreement or agreed to by the parties by amendment to this Agreement. TRISTAR shall, however, cooperate with Customer with respect to Customer's obligations to insurers and reinsurers;

3.1.7 be responsible for managing the vendors (managed care, other third party administrators, and other services) Customer has contracted with and meeting all requirements in connection therewith. TRISTAR will have no responsibility or liability for the obligations of vendors or Customer in connection with the services provided by such vendors, and Customer shall indemnify, hold harmless, and defend TRISTAR against any such liability, except that TRISTAR shall cooperate with the vendors Customer contracted with and assist Customer with respect to such vendor requirements;

3.1.8 using Customer's letterhead, provide written direction to TRISTAR in the event Customer elects to proceed with Utilization Management Services that do not comply with URAC guidelines as set forth on *Schedule C*; and

3.1.9 perform all such other actions and things reasonably necessary or otherwise required to enable TRISTAR to perform its services under this Agreement.

3.2 Customer represents and warrants that it is and shall remain throughout the Term a qualified self-insured under applicable state law.

Section 4 Payment of Claims and Allocated Loss Adjustment Expense(s)

4.1 In addition to the invoices for Fees and Expenses (as defined in *Subsection 5.5*) addressed in *Section 5* below, all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of Customer and shall be funded by Customer as provided in the Banking and Funding Schedule. Customer acknowledges that at no time will TRISTAR be obligated to make any payments out of TRISTAR funds.

4.2 Unless otherwise agreed by TRISTAR and Customer, Specialty Services which are listed on *Schedule B: Preferred Provider Specialty Services Fees and Optional Services* attached hereto shall

be provided by TRISTAR's Preferred Provider network, which may include TRISTAR, its affiliates and subsidiaries (including TMC), or third parties. Specialty Services will be charged to Customer as Allocated Loss Adjustment Expenses or, where required by state law, as loss. Customer understands and agrees that TRISTAR may receive compensation in connection with the Specialty Services, either by retaining a portion of the fees and expenses charged to the Account, or by receiving fees from preferred providers. The amount TRISTAR retains or receives will vary depending upon the preferred provider and may be calculated based on percentage of savings, percentage of revenue to the provider, or TRISTAR's markup of provider fees. The amounts retained or received by TRISTAR in connection with Specialty Services are in addition to the Fees and Expenses paid to TRISTAR by Customer under *Section 5* of this Agreement. The fees set forth on *Schedule B* may be adjusted as indicated in the Schedule.

Section 5 Payment of Fees, Expenses, and Taxes

5.1 For Basic Services and Information Services performed, TRISTAR shall be entitled to and Customer shall pay the fees and expenses, including Reimbursable Expenses (as defined in *Subsection 5.2*), calculated and earned in accordance with this *Section 5* and *Schedule A*.

5.2 TRISTAR shall be reimbursed for those expenses which are incurred by TRISTAR in the rendering or performance of services and not incorporated in the Basic Fee ("Reimbursable Expenses"). Reimbursable Expenses include, but are not limited to, any unusual data processing or telecommunications charges, fees, and costs for the storage of physical and electronic Claim Files, hotel, travel, living, and out-of-pocket expenses related to the provision of services pursuant to this Agreement.

5.3 For all services other than Basic Services, Information Services, and Specialty Services provided under this Agreement, Customer shall compensate TRISTAR in accordance with this *Section 5* and *Schedule A* ("Additional Services Fees"), plus Reimbursable Expenses. Additional Services Fees and expenses charged pursuant to this *Subsection 5.3* are in addition to those fees and expenses charged under *Subsections 5.1 and 5.2*.

5.4 Customer shall be responsible to pay directly to the applicable taxing authority or to TRISTAR, if imposed on TRISTAR, all federal, state, and local taxes (other than net income taxes) which TRISTAR may be required to pay or collect or which may be incurred or assessed against TRISTAR or Customer, under any existing or future law, relating to the sale, delivery, rendering or provision of services by TRISTAR to Customer ("Taxes").

5.5 TRISTAR shall submit itemized invoices to Customer for all fees, Reimbursable Expenses, and, if applicable, Additional Services Fees and Taxes ("Fees and Expenses") incurred in accordance with this *Section 5* on a monthly basis, and such invoice shall be paid by Customer to TRISTAR upon receipt of the same. Amounts which remain unpaid in excess of thirty (30) days from the date of receipt of the invoice shall be subject to an interest charge of one and five-tenths (1.5%) percent per month, or a percent that is mandated pursuant to Chapter 22512 of the Texas Government Code, whichever is lesser; such charge to be effective beginning thirty (30) days after the date due until paid.

Section 6 Records: Inspection, Access, and Ownership

6.1 Customer shall at all times retain the ownership of the Claim Files and Claims data (collectively, "Claim File Information"). Customer acknowledges that TRISTAR has a right of continuing possession and access to the Claim File Information, including any accessing software, hardware, and systems to permit TRISTAR to fulfill all of its obligations under this Agreement, whether before or after termination, including in the event of any dispute or legal action between the parties.

6.2 Claim File Information shall, upon thirty (30) days prior written notice to TRISTAR, be available for on-site audit, review, and/or inspection by duly authorized representatives of Customer and by

regulatory authorities having appropriate jurisdiction; however, the parties agree that if there are any such audits, reviews, and/or inspections including reasonable follow-up of the activities of TRISTAR by Customer, regulatory authorities or other parties, or any combination thereof, TRISTAR shall be compensated in accordance with *Subsection 5.3* for its involvement with any such audit(s), reviews, and/or inspections.

6.3 At the conclusion of TRISTAR's obligation to handle Claims and subject to TRISTAR's receipt of all Fees and Expenses due TRISTAR, TRISTAR shall send directly to Customer or a third party selected by Customer i) an electronic copy in TRISTAR's then-current format of the Claim File Information, and ii) all open and closed physical Claim Files, if any (collectively, "Transfer Services") in accordance with *Subsection 9.3*. Customer hereby acknowledges that Customer, such third party selected by Customer, or any succeeding administrator, is responsible for retaining Claim File Information that is transferred to it for the longest of the following time periods:

6.3.1 for five (5) years from the closing of the Claim;

6.3.2 for the duration of any applicable regulatory requirement or state law; or

6.3.3 for the duration of the applicable Statute of Limitations.

6.4 At the conclusion of TRISTAR's obligation to handle Claims and subject to TRISTAR's receipt of all Fees and Expenses due TRISTAR, if the parties mutually agree that TRISTAR shall retain the physical Claim Files and/or retain copies of the electronic Claim Files, then Customer shall reimburse TRISTAR the fees and costs for TRISTAR's storage of either the physical or electronic Claim Files.

Section 7 Limitation of Liability

7.1 Customer shall not and does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement.

7.2 Notwithstanding anything in this Agreement to the contrary, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, WARRANTY, CONTRACT, OR OTHERWISE) SHALL TRISTAR BE LIABLE TO ANY OTHER PERSON, OR ENTITY FOR ANY ACT PERFORMED, OR ANY FAILURE TO ACT, ON BEHALF OF CUSTOMER OR ANY OTHER PERSON OR ENTITY OR IN THEIR INTEREST, FOR ANY FINES OR PENALTIES, THE MULTIPLIED PORTION OF ANY MULTIPLIED DAMAGES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY CHARACTER, OR ANY DAMAGES FOR WHICH THE LAW OR PUBLIC POLICY PROHIBITS INDEMNIFYING OR INSURING EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 As used in this *Section 7*, the terms "TRISTAR" and "Customer" shall include, respectively, the directors, officers, employees, contractors, subcontractors, agents, and other representatives of TRISTAR or Customer.

7.4 The provisions of this Section 7 shall survive the termination of this Agreement.

Section 8 Confidentiality, Privacy of Claim File Information

8.1 The parties acknowledge that in the course of dealings between each other:

8.1.1 each party will acquire from the other information about business activities and operations, technical information, and trade secrets, as further described in *Schedule C: Confidentiality, Data Security, and Access to Data* attached hereto and made part of this Agreement, all of which are highly confidential and proprietary ("Confidential Business Information"). Confidential Business Information shall not include (i) information already known to a party; (ii) information which now is or hereafter becomes publicly known through no wrongful act of a party, (iii) information received by a party from a third party without similar restriction and

without breach of this Agreement; (iv) information independently developed by a party; (v) information approved for release by written authorization of the other party; and (vi) information which, after notice to a party providing a reasonable opportunity to contest disclosure, must be disclosed pursuant to the requirements of a governmental agency or a final binding order of a court of competent jurisdiction as further described in *Schedule F*; and

8.1.2 each party may gain access to and/or generate information of Customer's consumers, customers, insureds, or claimants which may include personally identifiable, financial, and/or health information which may be protected by federal, state, and local laws ("Protected Information").

8.2 In the event a party provides its Confidential Business Information and/or Protected Information (collectively "Confidential Information") to the other party ("Receiving Party"), such Confidential Information shall be provided subject to the following confidentiality terms:

8.2.1 A party's Confidential Information shall be safeguarded by the Receiving Party with at least as great a degree of care as the Receiving Party uses to safeguard its own most confidential materials or information relating to its own business.

8.2.2 The Confidential Information must be circulated, quoted, disclosed, or distributed solely on a "need-to-know basis" and only to employees, attorneys, or consultants of the Receiving Party ("Representatives") after such Representatives have been informed of and agreed to be bound by this duty of confidentiality. Further, a Receiving Party agrees to obligate each of its Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.

8.2.3 A Receiving Party and its Representatives shall not further circulate, quote, disclose, or distribute any of the Confidential Information except as permitted under this *Section 8*.

8.3 The provisions of this *Section 8* shall survive the termination of this Agreement.

Section 9 Termination

9.1 This Agreement shall be terminated in accordance with any of the following subsections of this *Section 9*:

9.1.1 Either party may terminate this Agreement by giving at least one hundred twenty (120) days' prior written notice of termination to the other party, such termination to be effective no sooner than the first (1st) anniversary of the Effective Date.

9.1.2 Upon a material breach by TRISTAR or Customer in the performance of its duties or responsibilities as provided in this Agreement, the non-breaching party may advise the breaching party of said material breach by written notice. Except for breach by Customer for failure to pay Fees and Expenses or a breach by Customer for failure to fund the Account as required in this Agreement ("Monetary Breach"), the breaching party shall then have thirty (30) days from the date of written notice within which to cure said breach. For Monetary Breach, the Customer shall have five (5) business days from date of written notice within which to pay overdue Fees and Expenses to TRISTAR or to fund the Account as required. The non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.

9.1.3 This Agreement shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency, its inability to meet its debts as they mature, its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws, institution of proceedings to adjudge it bankrupt in an involuntary proceeding, filing of a petition for rehabilitation or liquidation,

execution of an assignment for the benefit of creditors, its appointment by a court of a receiver, trustee, rehabilitator or liquidator, or its dissolution.

9.1.4 ***Non-Appropriation.*** The Parties hereto acknowledge that Webb County is a governmental entity and subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by Webb County is not appropriated for in the budget for its next fiscal year (October 1 to September 30), Webb County may immediately terminate this Claim Service Agreement without penalty and its duties hereunder shall cease to exist.

9.2 If this Agreement is terminated:

9.2.1 for cause pursuant to *Subsection 9.1.2 or 9.1.3*, TRISTAR shall cease the handling of all Claims as of the effective date of termination ("Termination Date") and TRISTAR shall have no more obligations with respect thereto.

9.2.2 if the Agreement is terminated for convenience pursuant to *Subsection 9.1.1*, non-renewal, or Non-Appropriation, TRISTAR shall discontinue handling all Claims as of the Termination Date unless the Parties reach an agreement on compensation and funding regarding TRISTAR's continuation of handling all Claims reported to TRISTAR before the Termination Date.

9.3 Upon termination of this Agreement:

9.3.1 TRISTAR and Customer shall perform all of their respective obligations in accordance with the terms of this Agreement, whether to be performed before or after the Termination Date, until the conclusion of TRISTAR's obligation to handle Claims as set forth in *Section 9.2* and *Schedule A*. At that time and upon TRISTAR's receipt of payment of all earned but unpaid Fees and Expenses, TRISTAR shall provide the Transfer Services in accordance with *Subsections 6.3 and 9.3.2*.

9.3.2 Unless this Agreement has been terminated by Customer for cause pursuant to either *Subsection 9.1.2 or 9.1.3*, Customer shall reimburse TRISTAR for all fees and expenses incurred by TRISTAR ("Transfer Fees") in connection with the Transfer Services. These Transfer Fees shall be considered Additional Services Fees and calculated in accordance with *Section 5.3*. Transfer Fees shall include, but not be limited to:

(i). the actual costs incurred (examples: packing materials and shipping expenses in the event there are physical Claim Files); plus

(ii). TRISTAR's fees for its services in effecting such transfer (examples: hourly fees for clerical labor to inventory, sort, pack, and ship such Claim Files; hourly fees for data processing labor to perform data extraction and testing with receiving vendor; fees for production of notification letters to claimants, attorneys, and medical providers).

9.3.3 As respects all Claims, Customer shall remain liable for the funding of the Account in accordance with *Section 4* and the payment of all Fees and Expenses in accordance with *Section 5* that they would have been liable for had the Agreement not been terminated.

Section 10 Independent Contractor

TRISTAR and its affiliates shall act as independent contractors in providing services to Customer hereunder. Neither this Agreement nor the performance thereof by TRISTAR shall create nor be deemed to create any employer-employee, joint venture, or partnership relationship between TRISTAR or any of its affiliates, officers, directors, or employees, on the one hand, and Customer or any of its affiliates, officers, directors, or employees, on the other hand.

Section 11 Force Majeure

If any cause or condition shall occur beyond the control of TRISTAR which wholly or partially prevents the performance by TRISTAR of its obligations hereunder, including, without limitation, any act of God or the public enemy, fire, explosion, flood, earthquake, war, riot, adverse weather conditions, breakdowns in equipment or facilities, strike, slowdown, work stoppage or other labor trouble, then TRISTAR shall be excused from its obligations hereunder to the extent made necessary by such cause or condition and during the continuance thereof, and TRISTAR shall incur no liability by reason of its failure to perform the obligations so excused. Such cause or condition shall not, however, relieve Customer of the obligation to pay to TRISTAR fees and charges due to TRISTAR for services rendered and expenses incurred hereunder prior to such stoppage.

Section 12 Definition "Allocated Loss Adjustment Expense"

12.1 For the purposes of this Agreement, Allocated Loss Adjustment Expense(s) ("Allocated Loss Adjustment Expense(s)") shall mean any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim(s) or action(s) related thereto, or to the protection and/or perfection of the Customer's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.

12.2 With respect to TRISTAR's determination that a fee or an expense incurred pursuant to this Agreement is an Allocated Loss Adjustment Expense, TRISTAR makes no representation or warranty and assumes no responsibility that such determination (i) is in compliance with or meets the requirements of any statistical plan filing, statutory, regulatory, or insurance industry reporting scheme or the definition of "Allocated Loss Adjustment Expense" thereunder; (ii) is or could be characterized as payment of loss or indemnity; or (iii) is or is not subject to insurance or reinsurance coverage or limits. Customer agrees that it is responsible for making all such judgments and for complying with any and all such requirements.

Section 13 Medicare, Medicaid, and State Children's Health Insurance Programs (SCHIP) Extension Act of 2007 (collectively "MMSEA")

13.1 Section 111 of MMSEA (P.L. 110-173) contains mandatory reporting requirements ("MIR") for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). As respects compliance with MMSEA under this Agreement:

13.1.1 Customer has the obligation to perform MIR requirements as respects Claims, register with the Centers for Medicare and Medicaid Services ("CMS") as a Responsible Reporting Entity ("RRE"), and provide to TRISTAR all relevant information, including the RRE Identification Number(s) assigned. Customer has appointed the reporting agent(s) identified on *Schedule A* for the purpose of meeting MMSEA obligations, including MIR requirements ("Reporting Agent(s)").

13.1.2 Reporting Agent services include determining Medicare eligibility, reporting to CMS eligible Claims using the mandated format for determination of Medicare eligibility, processing error corrections, and providing quarterly reports. Where applicable, Reporting Agent should also respond to all inquiries and requests for conditional payments, comply with settlement approvals, and negotiate and prepare claim set-aside agreements ("CSAs") and Medicare set-aside agreements ("MSAs").

13.1.3 Customer consents to the disclosure by TRISTAR of Claims information required by MIR to Reporting Agent or others for the purpose of providing MIR pursuant to this Agreement. Customer and TRISTAR agree that Claim data reported to or by CMS is confidential, and each shall take reasonably necessary steps to protect the confidentiality of this data.

13.1.4 Customer agrees that fees and charges by Reporting Agent incurred for compliance with MMSEA and other related services shall be paid by Customer and charged against the Claim Files as Allocated Loss Adjustment Expenses. Such fees and charges are listed on *Schedule B*.

Section 14 Non-Hire

14.1 Without the written consent of the other, Customer and TRISTAR shall not:

14.1.1 solicit for employment or employ any employee of the other who is or has been directly engaged in the performance of this Agreement; and

14.1.2 for a period of six (6) months following the termination of any employee who had been directly engaged in the performance of this Agreement, solicit for employment or employ such employee of the other.

14.2 Customer agrees that: (i) the prohibition against solicitation and employment of TRISTAR employees by Customer in *Section 14.1* without TRISTAR's written consent shall also apply to any affiliates of Customer; and (ii) that violation of this prohibition by Customer shall be deemed to be a material breach of this Agreement by Customer. For purposes of this *Section 14.2*, "Affiliates of Customer" includes any entity controlling, controlled by, or in common control with Customer or any entity in which Customer has an interest during the Term or with which Customer has entered into a contract.

14.3 This provision shall not apply to any offer of employment by TRISTAR or Customer arising from a general employment solicitation to the public and not specifically directed at any employee of the other party who is directly engaged in the performance of this Agreement.

14.4 The provisions of this *Section 14* shall apply during the Term and the six (6) month period immediately following the Term.

Section 15 Notices

15.1 All notices or other communications required pursuant to *Section 9* shall be in writing and sufficient if i) delivered personally; ii) sent by a nationally recognized overnight carrier; or iii) sent by registered or certified mail return receipt requested, postage prepaid, and via email; and addressed as follows:

TRISTAR
TRISTAR Claims Management Services, Inc.
100 Oceangate, Suite 840
Long Beach, CA 90802
Attn: Thomas J. Veale, President
(Tom.Veale@TRISTARgroup.net)

Client
County of Webb, Texas
1000 Houston St., 3rd Floor
Laredo, TX 78040
Attn: Webb County Judge
Email: webbcountyjudge@webbcountytx.gov

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

TRISTAR
TRISTAR Insurance Group
100 Oceangate, Suite 840
Long Beach, CA 90802
Attn.: General Counsel's Office
(GeneralCounselOffice@TRISTARgroup.net)

Client County of Webb, Texas
1000 Houston St., 2nd Floor
Laredo, TX 78040
Attn: Webb County Civil Legal Division, Chief General Counsel
Email: nbratton@webbcountytx.gov

15.2 When required or issued pursuant to this Agreement, notices shall be deemed to have been given at the time i) when personally delivered, ii) upon the day following the day sent by overnight carrier, or iii) if mailed, upon the third (3rd) day after the date such notice is postmarked.

Section 16 State Amendment Requirements

The Agreement shall be deemed to incorporate any and all provisions required by applicable state insurance laws, relating to insurance administrators or third-party administrators, insofar as such provisions relate to the services performed by TRISTAR pursuant to the Agreement.

Section 17 General

17.1 This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and/or contracts, whether oral or written, between them with respect to the subject matter hereof.

17.2 If any provision of this Agreement shall contravene or be invalid under the laws of the United States, the state in which enforcement is sought, or the regulatory requirements of such state, it is agreed that such provision shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

17.3 This Agreement may only be amended by a written instrument signed by the parties hereto.

17.4 The parties shall not disclose to any third party the terms and conditions of this Agreement, except as may be required by law, reasonable advice of its counsel, or the written consent of the non-disclosing party. Notwithstanding the aforementioned, this Agreement may be disclosed to the parties' representatives, accountants, attorneys, advisors, and insurers of Customer, including excess insurers and reinsurers of the Program.

17.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. A party may not assign this Agreement or the services required herein without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that TRISTAR may assign this Agreement to an affiliate or subsidiary company, or a successor in interest by acquisition or merger provided that such succeeding company shall assume all rights and obligations under this Agreement.

17.6 Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

17.7 A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.

17.8 Wherever approval of a party is required under this Agreement, it shall not be unreasonably withheld or delayed.

17.9 The captions are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

17.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

17.11 ***Electronic Signatures.*** Signatures of the Parties transmitted by e-mail, electronic document signing services, or fax shall be deemed to be their original signature for all purposes. The exchange of copies of this Agreement and of signature pages by e-mail transmission shall constitute effective execution and delivery of this Agreement and all notices and may be used in lieu of the original for all purposes.

17.12 No action or proceeding shall lie or be maintained by Customer against TRISTAR upon any claim, counterclaim, or crossclaim arising out of or based upon this Agreement, or by reason of any act or omission unless such action or proceeding is commenced within two (2) years of the accrual of such a claim, counterclaim, or crossclaim.

17.13 This Agreement shall be interpreted and construed in accordance with the internal laws of the State of California without regard to conflicts of law. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the State Courts of Webb County Texas, and the parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorneys' fees.

17.14 Each party represents to the other that it is authorized to enter into this Agreement and that its entry into this Agreement does not and will not violate the terms of any judgment, decree, or ruling or any contract with any third party.

TRISTAR and **COUNTY OF WEBB, TEXAS** certify by their undersigned authorized officers that they have read this agreement, including all schedules and exhibits hereto, and agree to be bound by its terms and conditions.

County of Webb, Texas		**TRISTAR Claims Management Services, Inc.**	
By:		By:	
Name:	Tano E. Tijerina	Name:	Thomas J. Veale
Title:	Webb County Judge	Title:	President
Date:		Date:	

Schedule A General Information; Service Period; Fees; Expenses

*This **Schedule A** shall be effective October 1, 2025, and it shall: i) apply to all Claims reported and all Information Services provided on or after that date, and ii) remain in effect until the parties agree on new rates. **The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule A.***

A.1 General Information

A.1.1 ***Retention Level(s):*** $750,000 (firefighters and fire drivers)

$750,000 (police officers and police drivers)

$750,000 (any employee in, upon, entering, or alighting from a County-owned, leased, or regularly chartered aircraft)

$500,000 (all other employees);

TRISTAR will handle all claims that pierce the retention level on behalf of Safety National.

A.1.2 ***Party responsible for Reporting to the Carrier:*** TRISTAR

A.1.3 Settlement/Reserving Authority: $5,000

A.1.4 Reporting Agent(s):

A.1.4.1 for MMSEA reporting to CMS: TRISTAR collects Customer's information and submits to a third-party reporting/submission agency. TRISTAR's responsibility begins once Customer has provided an updated RRE profile report.

A.1.4.2 for MMSEA compliance and other related services: TRISTAR's Preferred Provider, unless Customer directs the use of a different vendor.

A.1.5 ***Service Obligation:*** Life of Contract

A.2 Service Period

A.2.1 In consideration of payment by Customer of the fees described in *Section A.3*, TRISTAR will provide the Services for the periods set forth below ("Service Period"):

Basic Services. TRISTAR will provide Basic Services for each Claim beginning on the date the Claim is reported to TRISTAR and ending on the sooner of:

A.2.1.1 the date the Claim is closed;

A.2.1.2 Agreement termination in accordance with *Section 9* of the Agreement; or

A.2.1.3 the nonrenewal or expiration of the Agreement.

Information Services. TRISTAR will provide Information Services beginning on the Effective Date and ending on the date TRISTAR is no longer obligated to provide Basic Services as set forth above.

A.3 Basic Fees

A.3.1 ***Flat Rates.*** In consideration for the Basic Services, other than Administration Services as hereinafter defined, performed by TRISTAR during the Service Period for Claims, TRISTAR shall be entitled to, and Customer shall pay TRISTAR in accordance with *Section A.7* at the following flat rates per annual Term, as indicated, subject to any increases made in accordance with *Section A.4* ("Flat Rate(s)"):

Claims Administration Service Annual Fee (claims reported to TRISTAR in the period listed)	10/1/2025 – 09/30/2028 Annual Fee
Workers' Compensation (per 12-month annual term)	$55,500
Liability (per 12-month annual term)	$27,750

A.3.2 ***Fees for optional services requested by Customer.*** In consideration for the services listed in *Schedule B* as Optional Services (collectively, "Optional Service(s)") rendered during the Service Period only upon the request of Customer and in accordance with this Agreement, Customer agrees to pay TRISTAR the listed rates ("Optional Rates") in accordance with *Section A.7*, subject to increases on a periodic basis but not more frequently than every 12 months, for as long as the Optional Services are provided.

A.4 Fee Adjustments

A.4.1 ***Annual Fee Increases.*** As long as the Agreement applies to any Claims being handled by TRISTAR and with the prior written notice to the Customer, the Flat Rates (collectively, "Basic Fees") may be increased at any time after September 30, 2028 ("Increase Date") subject to the following:

A.4.1.1 Each such increase shall apply to all Claims reported and all Administration Services and Information Services provided on or after each such Increase Date;

A.4.1.2 There shall only be one (1) increase in each twelve (12) month period beginning on October 1st of each year. Each such increase shall be equal to the greater of:

(a) the annual increase in the US Consumer Price Index - Urban Texas published by the US Department of Labor ("CPI-U") which shall be determined by comparing the CPI-U for the nearest month preceding the Increase Date that CPI-U is available to the CPI-U for the same month twelve (12) months earlier; or

(b) Four percent (4%).

A.4.2 ***Post-termination Services.*** For services rendered after the termination of this Agreement, all fees may be modified by TRISTAR to reflect the then-current level of Administration Services required to be provided by TRISTAR in order to fulfill its post-termination obligations under this Agreement.

A.4.3 ***Increases due to Material Change in business terms.*** In addition to the foregoing, Customer agrees that TRISTAR, in its sole discretion, reserves the right to make adjustments to the Basic Fees as it deems necessary in the event there is a material change in the scope of services to be provided by TRISTAR, including the use of TRISTAR's Preferred Provider network.

A.5 Additional Services Fees

The Basic Fees shall apply to Services, other than Specialty Services, rendered during the Service Period for Claims. Should TRISTAR be engaged by Customer to provide any other service, Customer shall pay TRISTAR for such services, in accordance with *Section A.7*, on a Time and Expense basis at TRISTAR's then-current hourly rates unless other rates are mutually agreed upon ("Additional Services Fees").

A.6 Expenses

A.6.1 ***Reimbursable Expenses.*** Customer shall reimburse TRISTAR for Reimbursable Expenses.

A.6.2 ***Taxes.*** Customer shall pay any gross receipt, excise, sales, or other applicable tax imposed by governmental entities in those states where levied ("Taxes") unless Customer is exempted by law.

A.7 Payment

A.7.1 Notwithstanding any expiration or sooner termination of this Agreement:

A.7.1.1 Flat Annual Fees shall be deemed fully earned, due, and nonrefundable as of the Effective Date; and

Optional Rates (if Optional Services requested by Customer and provided by TRISTAR):

A.7.1.2 Additional User Rate, OSHA Rate, Data File Rate, and ERGO healthy Rate shall be deemed fully earned, due, and non-refundable as of the date a new user is added or an Optional Service is provided, and each subsequent annual anniversary of the Effective Date; and

A.7.1.3 SIR Report Rate, Ergonomic Assessment Rate, Loss Control Rate, Claim Review Rate, and Customized Interface Rate each shall be deemed fully earned, due, and nonrefundable when it is incurred.

A.7.2 All Fees and Expenses shall be payable by Customer to TRISTAR in accordance with *Section 5.5* of the Agreement and invoiced as follows:

A.7.2.1 Flat Annual Fees shall be invoiced in four (4) equal installments at the beginning of the quarter that they are due;

A.7.2.2 Additional Services Fees (if any), Optional Rates (if any), Reimbursable Expenses, and Taxes shall be invoiced by TRISTAR at the end of the month in which they are incurred and/or assessed.

Schedule B PPSS Fees and Optional Services

B.1 Preferred Provider Specialty Services

Section B.1 *Preferred Provider Specialty Services fees are effective October 1, 2025, and rates are subject to increase with thirty (30) days written notice or upon renewal of the Agreement.*

Fees listed for Preferred Provider Specialty Services ("PPSS") are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

TRISTAR may charge administrative fees to the providers of the Preferred Provider Specialty Services. The administrative services may include, but not be limited to, overhead costs for the oversight and management of vendors, which includes developing and overseeing quality standards, developing and maintaining EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

Preferred Provider Specialty Services	
Service	**Fee**
Medical Cost Containment Services/Managed Care	
Medical Bill Review	
Provider/Ancillary Bill Review	$8.95 per bill
Hospital Bill Review (in and outpatient)	$26 per bill
Clinical Review and Enhanced Saving	27% of savings capped at $25,000 per bill
Implantable Device Review	30% of savings
PPO/Pharmacy/DME	27% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out-of-Network Review	30% of Savings (all savings are post fee schedule or U&C)
e-billing	$2 per bill
Duplicate Bills/Duplicate Line Items/Monthly Savings Reports	No Charge
Utilization Review	
Pre-clinical review	$40 per pre-clinical review
Pre-Certification (In- or Out-Patient and medications)	$154 flat per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	$134 per hour
Peer Review	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	$295 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician, and communication of decision in writing to all parties)	$325 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.
Enhanced Intake and Nurse Triage	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions, and referrals. Optional integration with nurse triage services.)	$30 per intake call
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up an appointment with appropriate provider utilizing medical triage guidelines/follow-up calls)	$128 per intake call (includes wallet card template for employees)
Nurse Case Management	
Telephonic Case Management	
◇ Texas	$95 per hour
Field Case Management	
◇ Texas	$105 per hour* *plus Mileage at IRS mileage rate

Preferred Provider Specialty Services	
Service	**Fee**
Medical Cost Containment Services/Managed Care	
Field Case Management Tasks	
One-time visit to provider	$518 plus mileage
Two visits to provider	$819 plus mileage
Medical record retrieval	$147 plus mileage
Job Analysis	$525 plus mileage
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g., severe head injury, severe burns, gunshot. Available 24/7)	$180 per hour plus mileage
Pharmacy Benefit Management	
Clinician Intervention: Complex Pharmacy Management, Weaning Protocols (Weaning is available when opioids have been prescribed for 60+ days with no evidence that the physician will end the treatment pattern.)	$139 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics, and antidepressants, requiring a physician-to-physician review of treatment patterns and weaning options. Follow-up calls made by a pharmacy case manager.)	$149 per hour pharmacist/pharmacist technician intervention **plus** pass-through of actual physician fees
Drug Testing: Full, Quantitative Testing (Candidates may be referred or identified by TMC based on risk factors such as claim age, high medication use, safety risk, injury type, etc.)	$465 per test with report summary
Drug Testing Interpretation and Outreach: Complex Pharmacy Management, Weaning (Pharmacist to review and interpret drug testing results. Findings would be communicated to the examiner and/or provider, where permitted, with the goals of ensuring patient safety and reducing fraud, waste, and abuse.)	$139 per hour
Pharmacist Medication Review:	
1-2 medications with full record review and recommendations	$510 flat rate
3-6 medications with full record review and recommendations	$716 flat rate
7 or more medications with full record review/recommendations	$978 flat rate
Other Networks	
Texas Physician Treatment panel	$135 per claim
Liability Medical Cost Containment	
Liability Medical Review	$40 per bill
RN Liability Medical Review	$140 per hour
Other Services	
Claim Reporting: Fax or Email	$15 per report
Special Investigations	at industry market rates
ISO Reports (Includes OFAC, Child Support Leins, Social Security checks for all claims. Includes EDI (12 months of reports) for WC.)	$29.95 per report (workers' compensation claims) $15.00 per report (liability claims)
MMSEA Reporting	$12 per claim
Subrogation/Recovery/Restitution	18% of all recovery net of expenses
MSA Cost Projection	at industry market rates
Mileage	IRS allowance rate

B.2 Optional Services

Section B.2 *Optional Services fees are effective October 1, 2025, and rates are subject to increases on a periodic basis but not more frequently than every 12 months.*

If a Customer requests any of the Optional Services listed below, the associated fees will be invoiced to the Customer at the time of the request and annually if appropriate.

Optional Services Available upon request of Customer			
Service	Description	Included in Schedule A fees	OPTIONAL SERVICE Fee
TRISTAR Connect users * ("Additional User Rate")	Allows a client to add additional users with access to the portal	5 Users	$750 per user per year
Claim Reviews ("Claim Review Rate")	Allows a client to request additional claim reviews	1 in-person/3 virtual included	$950 Telephonic $2,500 in-person
OSHA Reports* ("OSHA Rate")	Custom data collecting or reporting beyond the standard information needed for OSHA 300 and 300A logs	Data for OSHA 300 and 300A included	$5,000 per year
Customized Interface ("Customized Interface Rate")	Build data feed to third-party claims system for Customer program	None	$200 per hr Time/ Expense basis
Data Interface Maintenance* ("Data File Rate")	Maintain monthly data feed to third-party system on behalf of Customer	None	$1,500 per year
Customized Reporting ("Customized Reporting Rate")	If customized programming is needed	None	$200 per hr Time/Expense basis
Self-Insured Reports ("SIR Report Rate")	Extensive annual reporting to the appropriate state agency overseeing self-insured entities	None	in accordance with TRISTAR's rates, which vary by state, then in effect
Loss Control and Safety Services ("Loss Control Rate")	Services determined to be appropriate after consultation with Aspen RMG	None	$175.20 per Hour
Remote Ergonomic Assessments ("Ergonomic Assessment Rate")	Allows Clients to request assessments for traditional or virtual offices using photos, video, and video conferencing	None	$320 flat fee
ERGOhealthy Resource Center ("ERGOhealthy Rate")	Online ergonomic website with direct access to an Ergonomic Coach	None	$11 employee/year *(minimum 400 participants)*

* *The Additional User Rate, OSHA Rate, and Data File Rate each shall be prorated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date*

Schedule C Medical Cost Containment Services

*The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this **Schedule C**.*

If requested by the Customer, TRISTAR will provide medical cost containment services selected by Webb County, including but not limited to medical bill review, utilization review, medical case management, peer reviews, pharmacy benefit management, Vocational Rehabilitation, and Return-to-Work Programs.

C.1 Medical bill review (MBR)

C.1.1 ***Description.*** TRISTAR will review medical bills to determine whether they were timely submitted to the payor and re-price the bills by determining the appropriate payment amount. TRISTAR will memorialize the results of its review on an Explanation of Benefits (EOB) form, as required.

C.1.2 ***Scope of Services***

C.1.2.1 Perform scan file indexing – association to existing Claim

C.1.2.2 Receive bill back from Examiner's Toolbox Approval Process

C.1.2.3 Determine whether preauthorization was required.

C.1.2.4 Confirm services were preauthorized if preauthorization was required.

C.1.2.5 Confirm medical necessity if preauthorization was not required.

C.1.3 Review bill for duplications, unrelatedness, upcoding, and unbundling.

C.1.3.1 Reprice the medical bill according to the provider contract agreement. In the absence of a provider PPO agreement, utilize specialty networks, clinical nurse review, and out-of-network negotiations to ensure the allowable payment amount is appropriate.

C.1.3.2 Prepare explanation of benefits to accompany payment or dispute of medical bills.

C.1.3.3 Send explanation of benefits to provider, with a copy to the TRISTAR claim file.,

C.1.3.4 Receive medical bill reconsiderations and appeals.

C.1.3.5 Process medical bill reconsiderations and appeals.

C.1.4 ***Use of fee schedule.*** TRISTAR will re-price medical bills in accordance with the appropriate jurisdiction's mandated fee schedule as required by law unless there is no applicable fee schedule amount for the service that was provided, in which case TRISTAR will re-price the bill according to the Usual and Customary standards.

C.1.5 ***Timeframes for review.*** TRISTAR will make all reasonable efforts to complete bill review and re-pricing on routine medical bills within the shorter period of (i) as required by law or (ii) within ten full working days from receipt, and it will make all reasonable efforts to process medical bills that require special handling within fifteen working days of receipt. Where TRISTAR requests that TRISTAR review and re-price a select medical bill on a rush basis, TMC will make all reasonable efforts to review and re-price that medical bill within one business day. The aforementioned bill review timeframes apply only where all reports and other necessary information are made available to TMC at the time the medical bills are delivered.

C.1.6 ***Payment to providers.*** TRISTAR, not TRISTAR Managed Care, will issue payments to health care providers.

C.1.7 ***Inquiries from providers.*** On the EOB form, TRISTAR will instruct health care providers to contact TRISTAR with any questions regarding medical bill review and TRISTAR will respond to their inquiries.

C.1.8 ***Invoices for medical bill review services.*** TRISTAR Managed Care will invoice TRISTAR on a daily basis for medical bill review services via export of the electronic bills.

C.1.9 ***Duplicate Bills.*** TRISTAR will use as many of the following as possible to identify total or partial duplicate bills: provider tax identification number, patient name, claim number, date of injury, date of service, and CPT code.

C.1.10 ***Clinical Nurse Review.*** TRISTAR will refer all complex medical bills for clinical nurse review

C.2 Utilization Management Services (UR)

C.2.1 *Description*

C.2.1.1 Utilization Management Services is the evaluation of requests for treatment and/or procedures by determining the medical necessity, appropriateness, and efficacy of the requested services.

C.2.1.2 Utilization Management Services may include pre-certification and concurrent review, which shall be performed in accordance with the regulations of the pertinent state, as well as under the guidelines of TRISTAR's written policies and procedures and URAC guidelines. TMC's policies and procedures will meet all state statutes and regulations for workers' compensation. Telephone access, hours of operation, level of reviewers, peer review services, time frames, and letters may all be specified by any one or more of the following entities: (i) URAC, or (ii) applicable State Department of Insurance.

C.2.2 *Scope of Services*

TMC will perform Utilization Management Services, which may include the following. TMC shall:

C.2.2.1 Provide qualified health professionals who operate and complete utilization reviews during normal business hours;

C.2.2.2 Employ a credentialed staff of health professionals to perform utilization reviews;

C.2.2.3 Perform reviews following the prospective requests for review or after the injury to determine medical necessity. Utilization management that is conducted prior to an injured worker's admission is considered pre-certification. Concurrent reviews occur while treatment is being delivered to an injured worker. This review assesses the patient's condition while in the hospital or for outpatient treatment(s) and/or procedures. Concurrent or prospective reviews are conducted within five (5) days from the receipt of the necessary medical information, but in no event more than fourteen (14) days from the treatment recommendations;

C.2.2.4 Perform expedited reviews when a) the injured worker faces an imminent and serious threat to his or her health, including but not limited to the potential loss of life, limb, or other major bodily function, or b) the normal time frame for the decision-making process would be detrimental to the injured worker's life or health or could jeopardize the injured worker's permanent ability to regain maximum function. An expedited review will not exceed seventy-two (72) hours after receipt of the written information reasonably necessary to make a determination;

C.2.2.5 Complete retrospective reviews at the request of TRISTAR or Customer. Retrospective reviews must be requested within thirty (30) days from receipt of all medical information;

C.2.2.6 Provide peer review services through independent IROs that have achieved URAC accreditation. Any treatment requests that do not meet URAC guidelines cannot be authorized by TMC and must be referred for peer review. The peer reviewer will review the information from the treating physician and may contact the provider directly for additional information. If the peer reviewer agrees with the treatment plan, a recommendation to certify will be issued and sent to TMC. If the peer reviewer still finds the treatment not within guidelines, a letter stating "not certified" is issued to the appropriate parties; and

C.2.2.7 Offer a process whereby an injured worker or provider on behalf of that injured worker may contest an adverse determination. For TMC to respond appropriately to a wide range of appeal situations, TMC will provide the injured worker and provider with the required information in order to complete the appeal process.

C.3 Case Management Services (NCM)

C.3.1 *Description*

Case Management Services, which are provided to achieve appropriate quality healthcare services and contain costs, begin with injured employee identification and referral, examples of which include catastrophic injuries or illnesses, injuries associated with invasive treatment (e.g., surgery), and individuals at risk for non-compliance with treatment.

C.3.2 *Scope of Services*

TMC shall:

C.3.2.1 Perform a thorough assessment of the injured worker's situation;

C.3.2.2 Develop a case management plan including specific, measurable goals that focus on meeting the injured worker's needs through utilization of appropriate resources;

C.3.2.3 Work with all medical service providers and coordinate activity to provide the best response to treatment;

C.3.2.4 Offer treatment recommendations utilizing nationally recognized evidence-based treatment guidelines such as Official Disability Guidelines (ODG), American College of Occupational Environmental Medicine (ACOEM), the Medical Treatment Utilization Schedule (MTUS), or State-mandated guidelines, e.g., NY Medical Treatment Guidelines (MTG), or other evidence-based guidelines to ensure a cost-effective treatment plan is in place;

C.3.2.5 Establish a target date for return to light and/or full duty in coordination with the Customer;

C.3.2.6 Monitor treatment provided to an injured worker to ensure quality and appropriateness; and

C.3.2.7 Close case when goals are met and the injured worker has improved medically.

C.4 Peer Reviews

C.4.1 TRISTAR will arrange for the peer review of medical records in a specific claim to address issues identified by TRISTAR.

C.4.2 Responsibilities include, but are not limited to, obtaining medical peer review as warranted.

C.5 Vocational Rehabilitation and Return-to-Work Programs

C.5.1 ***Vocational Rehabilitation.*** Each claim identified for potential rehabilitation services will be carefully evaluated by TRISTAR and the TRISTAR claims examiner to determine the

appropriateness of providing or disputing the provision of Vocational Rehabilitation services in accordance with state rules and procedures.

If it is determined that the employee is medically eligible for vocational rehabilitation benefits, TRISTAR will assign the services of a qualified vocational counselor to evaluate and determine vocational feasibility. TRISTAR will also review the progress of the claimant's program on a regular basis and provide regular updates to TRISTAR.

C.5.2 ***Return-to-Work.*** The Nurse Case Manager will contact the treating physician every 14 days or more frequently when an employee is out of work. The Nurse Case Manager will work with the physician to assure the injured worker obtains appropriate medical care and returns the injured worker to full or modified duty by providing the injured worker's functional limitations. The Nurse Case Manager will work with TRISTAR and Webb County to help determine the availability of modified duty position(s) and communicate it to the physician.

TRISTAR will communicate work status and changes in work status to Webb County, and the employee's supervisor promptly upon a change in status. TRISTAR will work with Webb County to establish or maintain documented job descriptions and modified or transitional duty programs to aid efforts to return employees to productivity.

TRISTAR Nurse Case Managers will work closely with Webb County to assist with return-to-work opportunities utilizing medical treatment guidelines and predictive modeling based on the severity of the injury, occupation, age factors, and more. TRISTAR will work to customize all return-to-work activities in conjunction with Webb County's return-to-work and transitional-duty policies and procedures.

C.6 Pharmacy Benefit Management ("PBM") Services.

C.6.1 ***Description.*** It provides competitive pricing, customized evidence-based programs, and customized, actionable reporting based on comparisons with similar entities, as well as our full book of business. TRISTAR's PBM, AspenCompRx, is dedicated to being flexible to truly meet the needs of our clients and to coordinate and communicate with our clients to provide successful programs for our clients.

AspenCompRx is designed with actionable reporting, which ensures meaningful change. High-risk claims are defined by each program's needs. They focus on morphine equivalent dosages, topicals, and dangerous drug combinations, promoting first-line medication use so that TRISTAR's staff can actively work with providers and patients to find the best solutions to their pharmaceutical needs while keeping the patients safe and not creating long-term issues. A suite of Managed Care Services ensures appropriate, necessary care while mitigating fraud, waste, and abuse. Case Management, Utilization Review, therapeutic alternative reviews, medication reviews, drug testing, weaning programs, provider outreach, and clinical consultation are included in the program.

AspenCompRx's pricing is based on AWP and provides a percentage reduction from Fee Schedule or U&C, depending on the claim jurisdiction. All service fees are tiered based on volume.

C.6.2 ***Scope of Services.*** TRISTAR offers the following services:

C.6.2.1 Medication Weaning

C.6.2.2 Provider and Injured Worker Support

C.6.2.3 Regimen Inquiries with Suggested Alternatives

C.6.2.4 Team of Pharmacists and Pharmacy Technicians

C.6.2.5 Formulary Maintenance

C.6.2.6 State Formulary Adherence

C.6.2.7 High-Risk Claims Identification

C.6.2.8 Medication Reviews with Pharmacist or Peer Outreach

C.6.2.9 First Fill. Provides immediate access to medications needed to treat initial injury.

C.6.3 ***Drug Testing Interpretation and Outreach.*** Having pharmacists on staff can be a considerable benefit. Specialized medication knowledge enables a pharmacist to:

C.6.3.1 Identify potential medication side effects and drug/drug interactions

C.6.3.2 Suggest alternative therapies

C.6.3.3 Assist with under- and over-utilization of medications

C.6.3.4 Create and execute weaning plans that minimize patient discomfort

C.6.3.5 Provide studies and evidence to support our recommendations

C.6.4 ***Provide medication information and education*** to stakeholders to ensure the best outcomes for our injured workers

Our pharmacists can provide a comprehensive review of the medication regimen and medical records. They compare the therapy to relevant guidelines and make evidence-based recommendations when warranted. A pharmacist may be utilized to conduct outreach with the provider to initiate changes in therapy, or in those states where contact is permitted, outreach may be performed by a pharmacist or peer doctor. A pharmacist may be utilized to provide information to a Claims Examiner, an Independent Medical Evaluator, or an MSA. A pharmacist may be utilized for hearings regarding treatment.

C.6.5 ***Drug Testing and Drug Adherence Program.*** The TRISTAR Pharmacy Program offers drug testing, interpretation, and outreach. Our unique pharmacy and drug testing programs provide accurate, actionable results to protect prescribers, hold patients accountable, and optimize their quality of life. This program offers national coverage and specializes in workers' compensation. Telemedicine sample collection is also available. A proprietary algorithm identifies injured workers with an increased risk of inconsistent testing results. Identifying the right candidates provides a more focused and impactful program.

Drug "testing" evaluates the presence of prescribed medications or illicit substances in a patient's system. The testing method can be performed through the collection of urine, saliva, hair, and/or blood.

Drug "Adherence" is defined as the extent to which the patient's medication utilization matches the prescribed regimen. Results that reflect non-adherence may indicate that the patient is not taking the prescribed medication at all, taking it too often, or not taking it often enough. Those would be opportune times to request that the provider reinforce the patient's pain treatment agreement and investigate for further education or intervention.

The process includes many questions that can arise from drug testing results that indicate non-adherence. This process is essential for patient safety, symptom management, cost savings, and improved adherence. Our program is intended to identify injured workers at an increased risk of inconsistent drug testing results. Examples of risk factors include regimens consisting of more than five medications each month and dangerous drug combinations.

Schedule D Banking and Funding

*This **Schedule D** shall be effective October 1, 2025 and it shall: i) apply to all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, and ii) remain in effect until the parties agree otherwise. **The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule D.***

D.1 Account for the Payment of Claims and Allocated Loss Adjustment Expense(s)

D.1.1 All Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of Customer and shall be paid by Customer.

D.1.2 Customer acknowledges and agrees that the depository bank for Customer funds provided to TRISTAR for the payment of Claims and Allocated Loss Adjustment Expenses shall be **Citizens Business Bank** ("CBB").

D.1.3 Customer hereby authorizes TRISTAR to open an account with CBB in trust for ("ITF") Customer to be used as the depository/funding account relating to the payment of Claims and Allocated Loss Adjustment Expenses ("Account").

D.1.4 Customer authorizes TRISTAR to utilize ECHO Health, Inc. ("ECHO") to process payments electronically.

D.2 Duties of TRISTAR

D.2.1 Any amounts collected by TRISTAR on behalf of or for Customer and any amounts received from Customer shall be deposited in the Account. Claims and Allocated Loss Adjustment Expenses for the Claims will be paid by checks showing the identity of Customer that are issued by TRISTAR against funds in this Account. CBB shall keep records clearly recording the deposits into and withdrawals from the Account and the balance held on behalf of Customer. When requested by Customer, but no more than once each month, TRISTAR shall cause CBB to render an accounting detailing all transactions with respect to the Account, which accounting shall be provided by TRISTAR to Customer.

D.2.2 TRISTAR shall collect, process, and report data in the manner prescribed by the Internal Revenue Service for the purpose of preparing Customer's 1099 Miscellaneous Income filing with respect to the Claims and Allocated Loss Adjustment Expenses payments which are the subject of this Agreement. As respects the Account, TRISTAR shall file required Unclaimed Property reports.

D.3 Duties of Customer

D.3.1 Customer shall:

D.3.1.1 initially deposit in the Account an initial required balance set forth in Exhibit 1 attached hereto and made a part hereof ("Target Amount"); thereafter, maintain such required Target Amount by transferring additional funds to the Account at the interval indicated in *Exhibit 1* so that it equals or exceeds the Target Amount. Customer agrees to increase the Target Amount upon request of TRISTAR, and in an amount to be determined by TRISTAR, within two (2) business days after Customer is notified by TRISTAR of the amount of the increase;

D.3.1.2 maintain a minimum balance equal to or greater than Thirty (30%) percent of the Target Amount ("Minimum Balance") in the Account at all times. On any day the Account balance is less than the Minimum Balance, Customer agrees to transfer sufficient funds to the Account within two (2) business days after it is notified by TRISTAR so that the balance in the Account equals or exceeds the Target Amount;

D.3.1.3 transfer sufficient funds to the Account within two (2) business days of receipt of each request from TRISTAR to cover each obligation for Claims or Allocated Loss

Adjustment Expenses exceeding Twenty-Five (25%) percent of the Target Amount ("Cash Call") that have been or are expected to be paid on behalf of Customer;

D.3.1.4 be liable for and pay any and all amounts resulting from a failure to fund the Account in a timely manner including overdraft bank fees, charges, interest, and governmental/agency penalties. In the event TRISTAR pays any such amounts on Customer's behalf pursuant to TRISTAR's agreement with the Bank, Customer shall immediately reimburse TRISTAR upon demand; and

D.3.1.5 except as provided in *Section D.3.1.4* above, not be responsible for fees charged by CBB to administer the Customer transactions and the Account. However, earnings or credits earned are applied toward such bank fees, with the excess, if any, retained by TRISTAR.

D.3.2 The Customer shall provide such documents, written authorizations or resolutions, in a form required or acceptable to the Bank, authorizing TRISTAR and/or the Bank to effect the funding and payment arrangement agreed to under this *Schedule D*.

D.3.2.1 In the event of any dispute between TRISTAR and Customer regarding the propriety of any request for additional funds as contemplated by *Subsection D.3.1* above, or regarding the propriety of TRISTAR's actions in paying or determining to pay a Claim or Claims or an Allocated Loss Adjustment Expense, Customer shall nonetheless permit or make the payments to the Account under a reservation of rights so that Customer may enforce its rights with respect to any such payments or any other matters relating to this *Schedule D*.

D.3.2.2 The Customer's obligations under this *Section D.3* have been duly authorized by all necessary corporate action of the Customer and do not and will not violate any provision of law or of the Customer's charter, or by-laws, or require any consent or result in the breach of any agreement to which the Customer is a party or by which it may be bound or affected.

ACCOUNT INFORMATION

- Citizens Business Bank Trust Account #: **43036413**
- Target Amount: $160,000
- Funding Frequency: Customer shall fund the Account through the Federal Reserve:
  - on any day the Account balance is less than the Minimum Balance; or
  - upon notification of a Cash Call; or
  - each month.
- TRISTAR is the owner of the account on behalf of County of Webb, Texas. At the termination of TRISTAR's services to Webb County, TRISTAR shall close the account and return all unallocated funds to Webb County.

ADMINISTRATION DETAILS

- Once the start date is confirmed, TRISTAR Accounting shall send an invoice to Webb County about two weeks prior to the start date. TRISTAR then shall send a monthly invoice to return the balance to the original funding level.
- Checks shall be printed by ECHO daily from the bank account with TRISTAR.
- TRISTAR shall provide daily or weekly payment reports, as requested, as well as monthly payment reports as part of the loss runs.
- Webb County shall be provided regular reporting to ensure full and open disclosure of all payments and associated details.
  - TRISTAR shall provide monthly bank reconciliation and a bank statement.
  - TRISTAR shall handle all escheatment for the State.
  - At any time, when a single payment depletes 20% of the balance, Webb County shall be given the option to prefund the payment. Accounting shall send the Prefund request.

Schedule E Information Services

*The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this **Schedule E**.*

E.1 Scope of Services

In consideration of the payment of the applicable fees calculated per *Schedule A*, TRISTAR shall furnish to Customer Information Services, defined as online access to TRISTAR's claim system, applications, related computer programs, computer equipment, reports, formats, procedures, and documentation (collectively, "TRISTAR System").

E.2 Subscription

Subject to Customer's compliance with the terms and conditions of this Agreement, TRISTAR hereby grants to Customer a non-exclusive, non-transferable, revocable limited right to Information Services, solely (i) for Customer's internal business purposes, and (ii) for use by individuals that Customer designates in writing to TRISTAR as authorized users ("Authorized Users") in support of Customer's internal business purposes.

E.3 Proprietary Rights

Customer's rights to Information Services under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of TRISTAR, which TRISTAR may grant or withhold at its discretion.

Customer acknowledges that the TRISTAR System contain proprietary and confidential information and materials of TRISTAR which are protected as TRISTAR trade secrets and as copyrighted works, and which Customer may not copy, modify, or distribute except as authorized by TRISTAR. Customer agrees not to remove or deface any titles, trademarks, copyright notices, restricted rights, or other proprietary legends affixed to or incorporated in the TRISTAR System.

Customer shall have no ownership interest in the TRISTAR System.

E.4 Restrictions

Customer shall not use, or allow Authorized Users or other persons to use, the Information Services in any manner other than as expressly allowed in this Agreement. Customer may not: (a) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the TRISTAR System or its structural framework; (b) sublicense, subcontract, translate, license or grant any rights to the Information Services or the TRISTAR System; (c) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the TRISTAR System; (d) harvest or collect information about or from other users of the TRISTAR System; (e) probe, scan or test the vulnerability of the TRISTAR System , or breach the security or authentication measures on the TRISTAR System, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the TRISTAR System; (f) modify or create derivative works of the TRISTAR System; (g) attempt to gain unauthorized access to the Information Services or the TRISTAR System; (h) use the Information Services or the TRISTAR System in whole or in part for any illegal purpose; (i) create internet "links" to the Information Services and the TRISTAR System or "frame" or "mirror" any content therein; or (j) facilitate or encourage any violations of these restrictions.

E.5 Account; Account Security

TRISTAR will create an account for Customer's access to the TRISTAR System (the "Account"). The Account will be allocated five (5) unique Authorized Users. Customer may increase or decrease the number of Authorized Users from time to time by written notification to TRISTAR.

Each Authorized User will be assigned a password. Each Authorized User shall change the password the first time such Authorized User accesses the TRISTAR System. Customer shall ensure the security of the Authorized Users' passwords. If any password is stolen or otherwise compromised, Customer shall

immediately change the password and inform TRISTAR of the compromise. TRISTAR may change the authorization method for access to the TRISTAR System from time to time.

E.6 Limitation of Liability

E.6.1 Customer's exclusive remedy for damage or loss in any way connected with Information Services and the TRISTAR System, whether by breach of warranty, negligence, or any breach of any other duty, shall be for TRISTAR to refund the amount paid for the Information Services, for which a claim is made.

E.6.2 Customer assumes sole responsibility for the selection of the Information Services and the TRISTAR System, to achieve its intended results and for the use made and the result obtained. EXCEPT AS PROVIDED IN THIS *SCHEDULE E*, TRISTAR SHALL NOT BE LIABLE FOR DIRECT DAMAGES OR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TRISTAR IS NOT RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF THE USE OF THE INFORMATION SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY THIRD PARTY. TRISTAR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE INFORMATION SERVICES IS LIMITED TO THE AMOUNT OF FEES THAT CUSTOMER HAS PAID IN CONNECTION WITH THE SERVICE FOR WHICH CUSTOMER CLAIMS TRISTAR'S BREACH OF THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT THAT LIMIT TRISTAR'S WARRANTIES AND CUSTOMER'S REMEDIES REPRESENT AN ALLOCATION OF RISK BETWEEN TRISTAR AND CUSTOMER. TRISTAR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

E.7 Internet Use

Information transmitted and received through the internet may be neither secure nor confidential and TRISTAR cannot and does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the internet. TRISTAR shall not be responsible for any adverse consequences whatsoever of Customer's connection to or use of the internet, and TRISTAR shall not be responsible for any use by Customer of Customer's internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Schedule F TRISTAR Privacy, Confidentiality, and Information Security Policies

F.1 Definitions and Interpretation.

F.1.1 "***Acquired Data***" means, as applicable, Confidential Information (which, as defined below, includes Personal Information) accessed or obtained by, provided or made available to, or created or generated by, TRISTAR by or on behalf of Client or by any third party (including any individual directly) for or in connection with the Services, the Agreement (as defined below), or Client and its services or operations.

F.1.2 "***Applicable Law***" means any applicable constitution, law, statute, treaty, rule, regulation, directive, ordinance, order, code, interpretation, judgment, decree, injunction, permit, license, authorization, requirement, or decision of or agreement with or by any legislative, judicial, administrative, or other governmental authority (each a "**Law**").

F.1.3 "***Confidential Information***" has the meaning provided in the Agreement, and includes all information, data, and other materials generated or derived from Confidential Information.

F.1.4 **"*Personal Information*"** means any information (including, without limitation, name, contact information, government-issued ID numbers, financial account information, individually identifiable health information, or Internet Protocol (IP) address or other persistent identifier) that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, regardless of the media in which it is maintained, that TRISTAR accesses, receives or otherwise Processes in connection with the Agreement. Personal Information shall be Confidential Information.

F.1.5 "***Personnel***" means officers, directors, employees, Subcontractors, agents, and representatives.

F.1.6 "***Process***" (and all conjugates thereof) means any operation or set of operations that is performed upon Acquired Data, whether or not by automated means, including collection, recording, storing, retention, aggregation, alteration, use, disclosure, access, transfer, transmission, or destruction.

F.1.7 "***Information Security Incident***" means any actual or suspected event that has, or may have, compromised or adversely impacted the confidentiality, security, integrity, availability, or resilience of Acquired Data including any (i) unauthorized access, use, disclosure, modification, or destruction of Acquired Data; (ii) act that violates any law with respect to Acquired Data; (iii) loss or misuse (by any means) of any Acquired Data; or (iv) inadvertent, unauthorized and/or unlawful Processing of any Acquired Data.

F.1.8 "***Services***" means the services provided or made available by TRISTAR pursuant to the Agreement, including Information Services as defined in Schedule E.

F.1.9 "***Subcontractor***" means any party that is not an employee, officer, or director of TRISTAR that provides any element of the Services or Processes Acquired Data.

The words "including" or "includes" shall not be limiting and shall be deemed to state "without limitation". Any capitalized terms used herein but not otherwise defined shall have the meanings provided under Applicable Law or the Agreement.

F.2 General.

F.2.1 TRISTAR will Process Personal Information only on behalf of and for the benefit of Client for the purposes described in the Agreement.

F.2.2 The provisions of this Schedule F shall apply in every circumstance where TRISTAR Processes Acquired Data (i) pursuant to, or in connection with, the Agreement or (ii) for or on behalf of Client or its customers.

F.2.3 As between Client and TRISTAR, Client is the sole owner of all Acquired Data, including all Acquired Data Processed by TRISTAR (i) pursuant to, or in connection with, the Agreement or (ii) for or on behalf of Client, and Client has the right to direct TRISTAR in connection with TRISTAR's Processing of such Acquired Data.

F.2.4 TRISTAR will promptly (in no event more than forty-eight (48) hours after receipt) inform Webb County in writing of any request TRISTAR receives from an individual or governmental authority concerning Personal Information or Webb County's data practices. This includes any request from an individual for access to or deletion of Personal Information, or details regarding Personal Information. TRISTAR will reasonably cooperate with Webb County in responding to any such request. TRISTAR will not respond directly to any such request without Webb County's prior written consent.

F.2.5 TRISTAR will comply and shall assist Client in ensuring compliance with all Applicable Laws and industry standards relating to the privacy, confidentiality, or security of Personal Information, including:

F.2.5.1 ***California CCPA/CPRA Requirements.***

(a) To the extent that TRISTAR receives from Webb County any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("**CCPA**") for Processing on behalf of Webb County pursuant to this Schedule F, Webb County and TRISTAR shall each comply with all applicable provisions of the CCPA and the CCPA Regulations and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, TRISTAR shall be considered a "service provider" to Webb County under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under the Agreement or as otherwise permitted by the CCPA, including for any "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under the Agreement; (c) retain, use or disclose such personal information outside the direct business relationship between TRISTAR and Webb County; or (d) "sell" or "share" such personal information. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose", "sell", and "share" shall have the meanings set forth in the CCPA. TRISTAR shall notify Webb County no later than five business days after it makes a determination that it can no longer meet its obligations under CCPA and the CCPA Regulations.

(b) To the extent that TRISTAR is acting as a business (as opposed to a service provider as those terms are defined in the California Privacy Rights Act ("CPRA")), Webb County has the following rights: (i) the right to request access to personal information collected about them and information regarding the source of that information, the purposes for which TRISTAR collects it, and the categories of third parties and service providers with whom it is shared; (ii) the right to request that some aspects of personal information be provided to Webb County or a third party of Client's choice in electronic form to enable its reuse; (iii) the right to request the deletion of personal information collected from Webb County unless jurisdictional statues and contracted services require the retention of Personal Information; (iv) the

right to request the correction of Personal Information or, where the accuracy of the information is in dispute, to supplement the information to provide notice that Webb County disputes its accuracy.

(c) Pursuant to CPRA Section 7011(e)(1)(G), TRISTAR does not sell or rent to anyone the personal information clients have provided to us, nor the personal information of minors under sixteen (16) years of age to third parties.

F.2.5.2 ***Processing of Acquired Data.***

(a) TRISTAR, its Personnel, and others acting under the authority of TRISTAR shall Process Acquired Data in strict compliance with documented instructions from Client solely for the purpose of providing the Services in accordance with the Agreement, and not for any other purpose, or in any other manner, unless specifically instructed by Client in writing to do so, or unless required to do so by Applicable Law to which TRISTAR is subject, in which case, TRISTAR shall inform Client of that legal requirement before Processing, unless prohibited by such law.

(b) TRISTAR shall ensure that Processing of Acquired Data is only done by those Personnel who need to do such Processing (i) in order for TRISTAR to provide the Services or (ii) as required by Applicable Law.

(c) TRISTAR shall immediately inform Client if, in its opinion, an instruction or Processing activity infringes or violates Applicable Law.

(d) Where TRISTAR provides a third party with access to Acquired Data, or contracts any of its rights or obligations concerning Acquired Data to a third party as permitted under this Schedule F, TRISTAR shall enter into a written agreement with each such third party that imposes obligations on the third party (i) at least as protective of the Acquired Data as those set forth in the Agreement and this Schedule F; and (ii) that include sufficient compliance, notice, cooperation, and assistance obligations with respect to Acquired Data and Processing sufficient to comply with those imposed by the Agreement, this Schedule F, and Applicable Law.

(e) TRISTAR shall not create or maintain data derived from Processing Acquired Data, except where expressly permitted by the Agreement and only for the purpose of providing the Services in accordance with the Agreement.

F.2.6 TRISTAR will develop, maintain, and implement a comprehensive written information security program that includes appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security, confidentiality, and integrity of Acquired Data. Personal Information may be deidentified or aggregated as part of the Services, but only to the extent such Deidentification or Aggregation meets the standard required under Applicable Laws. For clarity, "Aggregate" means information that relates to a group or category of individuals, from which individual identities have been removed, that is not linked or reasonably linkable to any individual or household, including via a device. Upon request, TRISTAR will provide copies of its third-party audit reports demonstrating its compliance with applicable industry security standards, such as a SOC-II Type 2 Report or a substantially equivalent report.

F.2.7 "Cookie" means all data that TRISTAR collects and stores on a site visitor's hard drive from visiting a website. Where TRISTAR provides hosting services, all Cookies collected for any purpose on a Webb County website (the "Websites") by TRISTAR that is not sent to Webb County is excluded from the scope of TRISTAR as a Data Processor for Webb County. For the avoidance of doubt, TRISTAR, as a Data Controller, represents and warrants that it will comply with all Applicable Laws and safeguard Personal Information collected by Cookies from the Websites. TRISTAR shall display a Cookie banner whether as a Data Controller or

Data Processor on the Websites that: (i) clearly informs Webb County site visitors that Personal Information is being tracked, and (ii) obtains their consent to use such data.

F.2.8 TRISTAR will inform Webb County immediately if at any time their organization grows to the point that they will begin transferring data across international borders and begin developing a new Agreement.

F.2.9 Subject to Applicable Law, TRISTAR shall notify Webb County immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Information. Webb County shall have the right to defend such action in lieu of and on behalf of TRISTAR. Webb County may, if it so chooses, seek a protective order. TRISTAR shall reasonably cooperate with Webb County in such defense and shall limit disclosure to only such information that it is legally required to disclose.

F.2.10 TRISTAR will inform Webb County within five business days of becoming aware of any Information Security Incident. Notice will be made via email to the emails provided in the notices section of the Agreement, unless additional emails are provided in this section. TRISTAR will promptly take all necessary and advisable corrective actions and will cooperate fully with Webb County in all reasonable and lawful efforts to investigate, remediate and mitigate such Information Security Incident, including restoring security, restoring or reconstructing Acquired Data from backups, mitigating adverse effects of the Information Security Incident and promptly providing information reasonably requested by Client, including regular updates as to the status of TRISTAR'S investigation into such incident. The content, timing, and manner of distributing any publications related to any Information Security Incident must be approved by Webb County in writing prior to distribution.

F.2.11 TRISTAR will reimburse Webb County on demand for all costs, charges, damages, expenses, fees, and losses associated with investigating, addressing, and responding to an Information Security Incident (including notification costs, legal and forensic fees, establishment of call/responses centers, and costs for commercially reasonable identity protection services that are associated with legally required notifications or are advisable under the circumstances).

F.2.12 Upon Webb County's request or upon the conclusion of the provision of Services related to Processing of Acquired Data, TRISTAR will promptly return to Webb County, or at Webb County's request, securely destroy, any Acquired Data in TRISTAR's possession, custody, or control and have an authorized officer certify in writing as to such destruction or return. In the event TRISTAR is unable to delete the Acquired Data for reasons permitted under Applicable Law, TRISTAR shall (i) promptly inform Webb County of the reason(s) for its refusal of the deletion request, (ii) only retain Acquired Data subject to the specific reason for refusal of the deletion request, (iii) ensure the privacy, confidentiality, and security of such Acquired Data in accordance with the terms of this Schedule F, and (iv) delete the Acquired Data promptly after the reason(s) for TRISTAR's refusal has expired.

F.2.13 Webb County will have the right to monitor and audit TRISTAR's compliance with the terms of this Schedule F. TRISTAR shall make available, upon request, all information necessary to demonstrate compliance with Applicable Laws and this Schedule F to Client or to third parties on Client's behalf and allow for audits, including inspections, conducted by Client or another auditor designated by Client.

F.2.14 In the event of any change to or new Applicable Law, Client and TRISTAR shall discuss any amendments or revisions to this Schedule F in good faith as either Party reasonably determines are necessary or appropriate to address the requirements of such Applicable Law. In the event of an objection to any proposed amendment, the Parties shall promptly discuss the objection and negotiate in good faith with a view to agreeing and implementing alterative amendments to address the requirements of the Applicable Law as soon as reasonably

practicable; provided, however, that in the event that Parties are not able to agree to amendments before the earlier of (i) the effective date of such Applicable Law or (ii) such earlier date as Client reasonably determines is necessary in order for it to find an alternative provider before the effective date of such Applicable Law, Client may terminate the Agreement by written notice (which notice shall specify the termination date) without penalty, and shall receive a pro rata refund of all amounts paid for Services not delivered after the effective date of such termination.