

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

311



FROM: Purchasing and Fleet Services Department

SUBMITTAL DATE:
October 8, 2013

SUBJECT: APPROVE AND EXECUTE THE AGREEMENTS WITH PAPER RECYCLING & SHREDDING SPECIALISTS, INC. AND CINTAS DOCUMENT MANAGEMENT, FOR DOCUMENT AND MEDIA DESTRUCTION AND SHREDDING SERVICES FOR ALL COUNTY DEPARTMENTS (All Districts) [\$600,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreements with Cintas Document Management (\$400,000) and Paper Recycling & Shredding Specialists, Inc. (\$200,000), in the annual aggregate amount of \$600,000, and;
2. Authorize the Purchasing Agent to sign amendments for annual renewal for four (4) additional years and approve annual increases not to exceed the CPI.

BACKGROUND:

Summary

The Purchasing Department solicited a cooperative competitive bid (RFP #PUARC-1275) for document and media destruction and shredding services to be utilized for all County agencies, Riverside Courts, City of Riverside, City of Hemet, City of Corona, and City of Menifee. The courts and participating cities will make arrangement with the awarded contractors to schedule services and payments for their agencies.

(Continued on Page 2)

Mark Seiler
For Robert J. Howdysshell, Director
Purchasing & Fleet Services Dept.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 600,000	\$ 600,000	\$ 3,000,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 150,000	\$ 150,000	\$ 750,000	\$	

SOURCE OF FUNDS: Various Departmental Budgets (see page 2 for more details on Source of Funds)	Budget Adjustment:
	For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Serena Chow*
Serena Chow

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: November 5, 2013
xc: Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: #3.52 on 6/3/08 | District: All | Agenda Number:

3-36

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: *10/21/13*
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: APPROVE AND EXECUTE THE AGREEMENTS WITH PAPER RECYCLING & SHREDDING
SPECIALISTS, INC. AND CINTAS DOCUMENT MANAGEMENT, FOR DOCUMENT
AND MEDIA DESTRUCTION AND SHREDDING SERVICES FOR ALL COUNTY DEPARTMENTS**

DATE: October 8, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The contractors are required to perform both witnessed and/or non-witnessed document and media destruction and shredding services that meet or exceed PHI and HIPAA requirements for secured materials destruction.

In compliance with County Policies B-23, Policy A-58, other State and Federal laws, the agreements with the two selected contractors will help ensure that all confidential documents and media are disposed of properly to help in the prevention of any County, State, or Federal violations.

Impact on Residents and Businesses

Cintas has a local office in the County of Riverside and Paper Recycling and Shredding Specialists, Inc. is in Pomona, California (Los Angeles County). There is no impact on residents and businesses in the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

Funding Source - DPSS: 58% Federal, 38% State, 4% County; RMAP: 100% ISF; Sheriff: 90% General Fund, 10% HIDTA; Mental Health: Federal 28%, State 61%, Grants/MOU/3rd Party 7%, County 4%; RCRMC: 100% Enterprise Fund; all other departments: General Fund.

Contract History and Price Reasonableness

Purchasing released a Request for Proposal and mailed to twelve known vendors, advertised on the County's website and publicpurchase.com, resulting in seven companies attending the bidders meeting held at Purchasing. Purchasing received three responsive bids for evaluation. The bid range for the minimum charge of document destruction was \$17.95 to \$45.00, with a cost range from \$0.005 to \$0.057 per pound. The evaluation committee consisted of representatives from the Records Management and Archives Program, Riverside Courts, RCIT, RCIT Security Office, DPSS, Department of Public Health, TLMA, Sheriff, and the District Attorney's Office. The evaluation committee recommends the award be given to Cintas Document Management as the Primary contractor as the lowest responsive/responsible bidder for services under 1,500 pounds per location per destruction service. Paper Recycling & Shredding Specialists, Inc. as the Primary contractor as the lowest responsive/responsible bidder for services over 1,500 pounds per location per destruction service. The total annual aggregate amount for both contractors is \$600,000.

SERVICE AGREEMENT

for

DOCUMENT AND MEDIA DESTRUCTION AND SHREDDING SERVICES

between

COUNTY OF RIVERSIDE

and

PAPER RECYCLING & SHREDDING SPECIALISTS, INC.



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This Agreement, made and entered into this 1st day of October, 2013, by and between Paper Recycling & Shredding Specialists, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of nine pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of nine pages.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 30, 2014, with the option to renew for four additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thousand (\$200,000) dollars annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

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

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Document and Media Destruction and Shredding Services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

End Using Department / Agency / District

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-96227-001-06/14); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. **Independent Contractor**

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

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. **Administration/Contract Liaison**

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

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Paper Recycling & Shredding Specialists, Inc.
Attn: Don Weijland
P.O. Box 3074
San Dimas, CA 91773

19. **Force Majeure**

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

20. **EDD Reporting Requirements**

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

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

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

COUNTY OF RIVERSIDE:

CONTRACTOR:

Signature: *John J. Benoit*
Print Name: John J. Benoit
Title: Chairman, Board of Supervisors
Dated: NOV 05 2013

Signature: *Don Weijland*
Print Name: Don Weijland
Title: President
Dated: 9-23-13

KECIA HARPER-IHEM, Clerk
By: *Kathleen*
DEPUTY

FOR APPROVED COUNTY COUNSEL
RFP #PUA1125
BY: *Neal R. Kipnis* Page 17 of 34
NEAL R. KIPNIS DATE

**EXHIBIT A
SCOPE OF SERVICE**

- 1.0 Contractor(s) shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of non-secure and secure documents/records, hereinafter referred to as “Non-secure Materials” or “Secure Materials” that meet or exceed the ANSI standards.
 - 1.1 Confidentiality must be considered in all destruction/shredding of materials. Consideration will be given to Contractor(s) located within a 50-mile radius of the City of Riverside or Contractor(s) with mobile, enclosed shredding vehicles.
 - 1.2 Contractor(s) shall provide lockable, movable security containers dedicated exclusively for the collection of materials to be shredded/destroyed, at no additional cost to the County. Containers must have slot(s) for drop-off of materials and shall remain locked at all times to ensure security during pickup, exchange and transport. Contractor(s) shall unlock containers only at their facility when materials are ready to be shredded/destroyed. All containers shall be the property of the Contractor(s) and must be maintained by the Contractor.
 - 1.3 Contractor(s) shall have industrial shredding equipment capable of shredding paper, plastic/metal clips, metal fasteners and staples, video tapes, file folders/pockets, hard drives, camera, tablets, CDs, DVDs, USB drives, and flash memories. Contractor(s) shall never recycle or sell shredded materials as a whole. All residue and/or waste materials shall be the responsibility of the Contractor(s) whether on-site or off-site.
 - 1.4 The Contractor shall be bonded and must employ bonded, insured and fully uniformed customer service representatives with no prior criminal record. Contractor shall include proof of bonding with proposal.
 - 1.5 Secure destruction must take place on County premises with a mobile operation (i.e. commercial grade destruction equipment processed within an enclosed and securable truck or trailer). The responsible department shall designate a County employee to witness the process. The contractor providing the destruction service shall issue a Certificate of Destruction. The contractor and the County’s departmental witness will sign this certificate. The original signed Certificate of Destruction will be maintained by the requesting department, with a copy to be provided to RMAP (Records Management and Archives Program).
 - 1.6 Documents shall be cross cut to a particle size no larger than 1-1/2”x 1/2”. RMAP requires demonstration of compliance with the shred size requirement. Vendor will allow County to inspect shred size without prior notification.
 - 1.7 Electronic Media - hard drives, PDAs, smart phones, cameras, and tablets must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CDs, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped, and pulverized.
 - 1.8 Micro-media such as microfilm and microfiche shall be crosscut to not more than 1/8”. Micro-media filmed at ratios higher than 1:30 shall be pulverized. Because of the differing particle sizes required by this standard, micro-media and paper records shall be separated prior to destruction.
 - 1.9 On-Site / Off-Site Destruction - Contractor(s) may propose on-site or off-site destruction as long as security standards are met. In addition, the following is required for shredding:
 - 1.9.1 If records are to be shredded off-site, destruction shall take place immediately, preferably the same day documents were picked up. Records cannot be re-sold by the Contractor(s) for any purpose, until the records are rendered illegible. County policy

A-43 § D.10 (last paragraph) requires a County employee witness for all record destruction. Contractor shall make arrangement with County department to witness the destruction services performed off-site.

- 1.9.2 Contractor(s) shall provide destruction certification to the requesting department and RMAP and shall be produced on demand and include the following elements:
 - 1.9.2.1 Date of Destruction
 - 1.9.2.2 Method of Destruction
 - 1.9.2.3 Description of the disposed records (Provided by department and attached)
 - 1.9.2.4 Inclusive dates covered (Provided by department and attached)
 - 1.9.2.5 A statement the records were destroyed in the normal course of business
 - 1.9.2.6 Signatures of individuals supervising and witnessing the destruction
- 1.9.3 A provision shall be made for an employee of the County to witness the on-site shredding.
- 1.10 All Media Destruction/Shredding - Contractor(s) shall provide a separate bin that is clearly marked "All Data Media" to include: DVDs, CDs, Microfiche, ID badges/cards, floppies, Electronic Benefit Transfer (EBT) credit cards, tapes, zip drives, etc.
- 1.11 Billing & Invoicing - Billing & invoicing frequency shall be once a month. Invoice must include the service locations and Destruction Certificates bearing customer signature and phone number.
- 1.12 Site visit - The County may inspect Contractor's facility anytime during business hours, between 8:00 a.m. to 5:00 p.m., Monday through Friday, prior to awarding of contract.
- 1.13 Certain departments/agencies will require a master key which is assigned to that authorized individual within the department or agency. The awarded Contractor must make arrangements with the departments/agencies for service for that location.

2.0 Locations:

Agricultural Commissioner's Office

1. 4080 Lemon Street, Riverside, CA 92502
2. 2950 Washington Street, Riverside, CA 92504
3. 950 N. Ramona Blvd, Suite 15, San Jacinto, CA 92582
4. 81077 Indio Blvd., Ste. K, Indio CA 92201
5. 280 N. Broadway, Blythe, CA 92225

Animal Services

1. 6851 Van Buren Blvd., Riverside, CA 92509

Assessor-County Clerk-Recorder

1. 2720 and 2724 Gateway Dr., Riverside, CA 92507
2. 4080 Lemon St., 1st Floor, Riverside, CA 92502
3. 270 N. Broadway, Blythe, CA 92225
4. 880 N. State, Suite B-6, Hemet, CA 92543
5. 82675 Highway 111, Room 113, Indio, CA 92201
6. 41002 County Center Dr. #230, Temecula, CA 92591

Auditor Controller

1. 4080 Lemon St., 11th Floor, Riverside, CA 92502

Board of Supervisors

1. 4080 Lemon St., 5th Floor, Riverside, CA 92502

Building and Safety Department

1. 4080 Lemon St., Riverside, CA 92502

CAP Riverside

1. 2038 Iowa Avenue, Suite B-102, Riverside, CA 92507

Child Support Services (DCSS)

1. 2001 Iowa Ave, Riverside, CA 92057
2. 2041 Iowa Ave, Riverside, CA 92057
3. 2081 Iowa Ave, Riverside, CA 92057
4. 3760 12th Street, Riverside, CA 92501
5. 47-950 Arabia Street, Indio, CA 92201
6. 1370 S. State Street, San Jacinto, CA 92583

Clerk of the Board

1. 4080 Lemon St., Riverside, CA 92502

Code Enforcement

1. 4080 Lemon St., Riverside, CA 92502

County Counsel

1. 3960 Orange St, 5th Fl., Riverside, 92501

District Attorney's office

1. 3960 Orange St, Riverside, 92501
2. 30755 Auld Rd, Murrieta, 92563
3. 30045 Technology Dr, Ste#103, Murrieta 92563
4. 30045 Technology Dr, Ste#101, Murrieta 92563
5. 220 N. Broadway, Blythe, 92225
6. 135 N. Alessandro, Room 210, Banning 92220
7. 82-675 Hwy 111, 4th fl, Indio 92201
8. 9991 County Farm Road, Riverside, 92503

Environmental Health

1. 4065 County Circle Drive, Riverside, CA 92503

Facility Management

1. 5555 Arlington Avenue, Riverside CA 92504
2. 44-199 Monroe, Suite B, Indio, CA 92201
3. 3403 10th Street, Riverside, CA 92501

Fire Department

1. 210 W. San Jacinto Avenue, Perris, CA 92570
2. 77-933 Las Montanas Road Suite 201, Palm Desert, CA 92211

3. 2300 Market Street Suite 150, Riverside, CA 92501
4. 16902 Bundy Avenue, Riverside, CA 92518

Flood Control

1. 1995 Market Street, Riverside, CA 92501

Grand Jury

1. 3901 Lime St, 2nd Fl., Riverside, CA 92501

Health Care System Clinics

1. 3055 W. Ramsey, Banning, CA 92220
2. 505 S. Buena Vista, Corona, CA 92882
3. 880 N. State St., Hemet, CA 92543
4. 47-923 Oasis St., Indio, CA 92201
5. 9415 Mission Blvd., Riverside, CA 92509
6. 2499 E. Lakeshore Dr., Lake Elsinore, CA 92530
7. 1515 N. Sunrise Way, Palm Springs, CA 92262
8. 308 E. San Jacinto, Perris, CA 92570
9. 7140 Indiana Ave., Riverside, CA 92504
10. 5256 Mission Blvd., Riverside, CA 92509
11. 4065 County Circle Dr., Suite 304 & 306, Riverside, CA 92504
12. 3900 Sherman Dr., Suite C, Riverside 92503

Housing Authority

1. 5555 Arlington Avenue, Riverside CA 92504
2. 44-199 Monroe, Suite B, Indio, CA 92201

Human Resources

1. 4080 Lemon St., Riverside, CA 92502

Information Technology

1. 7898 Mission Grove Parkway South, Suite 200, Riverside, CA 92508
2. 7195 Alessandro Blvd., Riverside, CA 92506
3. 6147 RiverCrest Drive, Suite A, Riverside, CA 92507
4. 4080 Lemon Street, 10th Fl., Riverside, CA 92501

Mental Health

1. 3125 Myers St., Riverside, CA 92503
2. 31946 Mission Trail, Ste B, Lake Elsinore, CA 92530
3. 3801 University Ave, Ste 350, Riverside, CA 92501
4. 4095 County Circle Drive, Riverside, CA 92503
5. 629 N Main St, Ste C-3, Corona, CA 92880
6. 1330 W Ramsey St., Ste 100, Banning, CA 92220
7. 44199 Monroe St., Ste C, Indio, CA 92201
8. 5961 Mission Blvd., Ste 100, Riverside, CA 92509
9. 351 Wilkerson Ave, Perris, CA 92570
10. 63 S. 4th Street, Banning, CA 92220
11. 19531 McLane St, Ste B6, Palm Springs, CA 92262

12. 68615 Perez Rd, Bldg 6A, Cathedral City, CA 92234
13. 4060A County Circle Drive, Riverside, CA 92503
14. 9890 County Farm Road, Riverside, CA 92503
15. 769 W. Blain St, Ste A & B, Riverside, CA 92507
16. 11060 Magnolia Ave, Riverside, CA 92505
17. 23119 Cottonwood Ave, Bldg B, Ste 110, Moreno Valley, CA 92553
18. 14201 Palm Dr., Ste 110, Desert Hot Springs, CA 92240
19. 1400 Minthorn St., Lake Elsinore, CA 92530
20. 623 N. Main St., Ste D-11, Corona, CA 92880
21. 45596 Fargo St., Ste 6, Indio, CA 92201
22. 83912 Avenue 45, Ste 9, Indio, CA 92201
23. 3833 Tenth St., Riverside, CA 92501
24. 3190 Chicago Ave., Ste 6, Riverside, CA 92507
25. 1827 Atlanta Ave., Ste D-1, Riverside, CA 92507
26. 1195 Magnolia Ave, Corona, CA 92879
27. 650 N. State St., Hemet, CA 92543
28. 82632 US Highway 111, Ste A3, Indio, CA 92201
29. 9990 County Farm Rd., Ste 3, Riverside, CA 92503
30. 47825 Oasis St, Indio, CA 92201
31. 4000 Orange St., Riverside, CA 92501
32. 950 N. Ramona Blvd., Ste 3, San Jacinto, CA 92582
33. 10182 Indiana Ave, Riverside, CA 92503
34. 1370 S. State St., San Jacinto, CA 92583
35. 3075 Myers St., Riverside, CA 92503
36. 1688 N. Perris Blvd., Ste L7 & L11, Perris, CA 92571
37. 1777 Atlanta Ave., Ste G-1, Riverside, CA 92507
38. 30755 Auld Rd., Bldg B, Murrieta, CA 92563
39. 68625 Perez Rd., Ste 11, Cathedral City, CA 92234
40. 3525 Presley Ave., Riverside, CA 92507
41. 41002 County Center Dr., Ste 320, Temecula, CA 92591
42. 4135 Indus Way, Riverside, CA 92503
43. 1297 W. Hobson Way, Blythe, CA 92225

Office on Aging

1. 6296 River Crest Drive, CA 92507
2. 749 N. State St., Hemet, CA 92543
3. 78-900 Avenue 47, Ste 200, La Quinta, CA 92253

Park and Open Space District

1. 4600 Crestmore Road, Jurupa Valley, CA 92509

Probation

1. 3021 Franklin Ave., Riverside, CA 92502
2. 9889 County Farm Rd., Riverside, CA 92503
3. 135 North Alessandro Rd., Banning, CA 92220
4. 2560 N. Perris Blvd., Building N1, Perris, CA 92571
5. 47-940 Arabia, Indio, CA 92201
6. 240 North Broadway St., Blythe, CA 92225

7. 3255 East Tahquitz Canyon Way, Room 101, Palm Springs, CA 92262
8. 505 South Buena Vista Ave., Suite 102, Corona, CA 92882
9. 30755-D Auld Rd., Suite L257, Murrieta, CA 92563
10. 1330 South State St., Suite A, San Jacinto, CA 92583
11. 41002 County Center Dr., Bldg. A, #225, Rm 42, Temecula, CA 92591
12. 47665 Oasis St., Indio, CA 92201
13. 3933 Harrison St., Riverside, CA 92503
14. 30755-C Auld Rd., Murrieta, CA 92563
15. 49-500 Twin Pines Rd., Banning, CA 92220
16. 3960 Orange Street, Suite 600, Riverside, CA 92501

Public Defender

1. 4200 Orange St., Riverside, CA 92501
2. 155 E. Hays Street, Banning, CA 92220
3. 230 N. Broadway Avenue, Blythe, CA 92225
4. 82-675 Highway 111, Room 314, Indio, CA 92201
5. 30755 Auld Road, Murrieta, CA 92563

Public Health

1. 4065 County Circle Drive, Riverside, CA 92503
2. 3900 Sherman Drive, Riverside, CA 92503
3. 10769 Hole Ave., Riverside, CA 92505

Public Social Services

1. 901 E. Ramsey St., Banning, CA 92220
2. 63 S 4th St., Banning, CA 92220
3. 1225 Hobson Way, Blythe, CA 92225
4. 1267 Hobson Way, Blythe, CA 92225
5. 68625 Perez Rd., Cathedral City, CA 92234
6. 1373 Old Temescal Rd, Ste E, Corona, CA
7. 735 Corporation Yard Way, Ste 122, Corona, CA
8. 505 S. Buena Vista Ave, Ste 312, Corona, CA
9. 14201 Palm Dr., Desert Hot Springs, CA
10. 541 N. San Jacinto St., Hemet, CA
11. 561 N. San Jacinto St., Hemet, CA
12. 547 N. San Jacinto St., Hemet, CA
13. 44199 Monroe St., Indio, CA
14. 48113 Jackson St., Indio, CA
15. 1400 Minthorn St., Lake Elsinore, CA
16. 91275 66TH Ave., Ste 100, Mecca, CA
17. 23119 Cottonwood Ave., Bldg A, Moreno Valley, CA
18. 23119 Cottonwood Ave., Bldg B, Moreno Valley, CA
19. 23119 Cottonwood Ave., Bldg C, Moreno Valley, CA
20. 23119 Cottonwood Ave., Bldg G, Moreno Valley, CA
21. 22690 Cactus Ave, Ste 100, Moreno Valley, CA
22. 12125 Day St., Ste S-101, Moreno Valley, CA
23. 26520 Cactus Ave, Lower Level, RM A-0007, Moreno Valley, CA
24. 30755 Auld Rd., Lower Lobby, Murrieta, CA

25. 3178 Hamner Ave., Norco, CA
26. 371 Wilkerson Ave., Ste L, Perris, CA
27. 2055 N. Perris Blvd., Bldg B & C, Perris, CA
28. 351 Wilkerson Ave., Ste D, Perris, CA
29. 1151 N. A St., Bldg 100, 200, 300, 303 & 400, Perris, CA
30. 5961 Mission Blvd., Riverside, CA
31. 11060 Magnolia Ave., Riverside, CA
32. 3950 Reynolds Rd., Riverside, CA
33. 3610 Central Ave., Riverside, CA
34. 2300 Market St., Riverside, CA
35. 4060 County Circle Dr., Riverside, CA 92503
36. 7888 Mission Grove Pkwy, Riverside, CA 92508
37. 3021 Franklin Ave., 2nd Fl., Riverside, CA
38. 9991C County Farm Rd., Riverside, CA 92503
39. 10281 Kidd St., 1st Fl., Riverside, CA 92503
40. 11070 Magnolia Ave., Ste A, Riverside, CA
41. 731 Palmyrita Ave., Riverside, CA 92507
42. 4260 Tequesquite Ave., Riverside, CA
43. 10769 Hole Ave., Riverside, CA
44. 5473 Mission Blvd., Riverside, CA
45. 43264 Business Park Dr., Ste B-1, Temecula, CA

Records Management and Archives

1. 2724 Gateway Drive, Riverside, CA
2. 5950 Wilderness Avenue, Riverside, CA

Regional Medical Center

1. 26520 Cactus Avenue, Moreno Valley, CA 92555

Registrar of Voters

1. 2724 Gateway Dr, Riverside, California 92507

Sheriff

1. 4095 Lemon St., Riverside CA 92501
2. 1500 Castellano Rd, Riverside, 92509
3. 16791 Davis Avenue, Riverside CA 92518
4. 7195 Alessandro Blvd, Riverside, 92506
5. 73520 Fred Waring Dr, Palm Desert, 92260
6. 137 S. Perris Blvd, Perris, 92570
7. 43950 Acacia, Ste B, Hemet, 92544
8. 30755-A Auld Rd, Murrieta, 92563
9. 155 E Hayes Street, Banning CA 92220
10. 4470 Olivewood Ave. Riverside CA 92501
11. 333 Limited Street, Lake Elsinore, 92530
12. 1500 Castellano Rd, Riverside, 92509
13. 260 N Spring St, Blythe, 92225
14. 50290 Main Street, Cabazon, 92230
15. 73705 Gerald Ford Drive, Palm Desert CA 92260

16. 22850 Calle San Juan De Los Lagos, Moreno Valley CA 92552
17. 7477 Mission Blvd, Jurupa Valley CA 92509
18. 86625 Airport Blvd., Thermal CA 92274
19. 30755-B Auld Road, Murrieta, 92563
20. 1626 Hargrave Street, Banning, 92220
21. 1627 South Hargrave, Banning CA 92220
22. 4050 Main St. Riverside CA 92501
23. 260 N Spring St., Blythe CA 92225
24. 46057 Oasis St., Indio CA 92201
25. 46200 Oasis St. #B15, Indio CA 92201
26. 30755 D Auld Road Suite # L067, Murrieta CA 92563
27. 16791 Davis Avenue, Riverside CA 92518
28. 800 S Redlands Avenue, Perris CA 92570
29. 47225 Oasis Street, Indio CA 92201
30. 800 S Redlands Avenue, Perris CA 92570
31. 1260 Palmyrita Ave Suite A, Riverside CA 92507
32. 1115 Spruce Street, Riverside CA 92507
33. 3423 Davis Avenue, Riverside CA 92518

Treasurer-Tax Collector

1. 4080 Lemon Street, Riverside, CA 92501
2. 997 E Tahquitz Canyon Way, Palm Springs, CA 92262
3. 40935 County Center Drive, Suite C, Temecula, CA 92591

Waste Management

1. 14290 Frederick Street, Moreno Valley, CA 92553

City of Corona(monthly service for multiple suites within the listed addresses)

1. 755 Corporation Yard Way, Corona CA 92880-2005
2. 400 Vicentia Ave, Corona CA 92882-2187

City of Hemet (monthly service for multiple suites within the listed addresses)

1. 445 E. Florida Ave., Hemet, CA 92543
2. 450 E. Latham Ave., Hemet, CA 92543
3. 510 E. Florida Ave., Hemet, CA 92543
4. 3777 Industrial Ave., Hemet, CA 92545

City of Menifee (monthly service for multiple suites within the listed address)

1. 29714 Haun Road, Menifee, CA 92586

City of Moreno Valley (monthly service for multiple suites within the listed addresses)

1. 14177 Frederick St., Moreno Valley, CA 92552
2. 15670 Perris Blvd., Moreno Valley, CA 92551

City of Riverside (monthly service for multiple suites within the listed addresses)

1. 3435 14th Street, Riverside, CA 92501
2. 6951 Flight Road, Riverside, CA 92504
3. 3580 Mission Inn Ave., Riverside, CA 92501

4. 3750 University Ave., Riverside, CA 92501
5. 3900 Main Street, Riverside, CA 92522-6th floor
6. 3900 Main Street, Riverside, CA 92522-7th floor
7. 4102 Orange Street, Riverside, CA 92501
8. 8181 Lincoln Ave., Riverside, CA 92504
9. 10540 Magnolia Ave., Ste B. Riverside, CA 92505
10. 3775 Fairmount Ave., Riverside, CA 92501
11. 3900 Main Street., Riverside, CA 92522-Basement IT
12. 3460 Orange Street, Riverside, CA 92501
13. 3025 Madison Street, Riverside, CA 92504
14. 3750 University Ave., Riverside, CA 92504
15. 3901 Orange Street, Riverside, CA 92501
16. 2911 Adams Street, Riverside, CA 92504
17. 3920 Mulberry Street, Riverside, CA 92501

Riverside Superior Court (bi-weekly service for multiple suites within the listed addresses)

1. Banning – 135 N Alessandro, Banning, CA 92220
2. Blythe – 265 N. Broadway, Blythe, CA 92225
3. Hemet – 880 N. State St., Riverside, CA 92501
4. Indio – Annex – 82-675 Hwy 111, Indio, CA 92201
5. Indio – Juvenile – 47671 Oasis St., Indio, CA 92201
6. Indio – Larson Justice Center – 46-200 Oasis St., Indio, CA 92201
7. Moreno Valley – 13800 Heacock Ave., Moreno Valley, CA 92553
8. Murrieta – Southwest Justice Center – 30755-D Auld Rd., Murrieta, CA 92563
9. Palm Springs – 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
10. Riverside – Bar Building - 4129 Main St., Riverside, CA 92501
11. Riverside – ECD-3403 10th St., Riverside, CA 92501
12. Riverside – Family Law - 4175 Main St., Riverside, CA 92501
13. Riverside – Hall of Justice - 4100 Main St., Riverside, CA 92501
14. Riverside – Historical Courthouse – 4050 Main Street, Riverside, CA 92501
15. Riverside – Juvenile - 9991 County Farm Road, Riverside, CA 92501
16. Temecula – 41002 County Center Drive, Temecula, CA 92591

**EXHIBIT B
PAYMENT PROVISIONS**

Line	Description of Budget Narrative	Cost
1	Minimum charge per pick-up/job location:	\$45.00
	Minimum charge only applies to jobs weighing under 9,000 lbs.	
2	Charge per pound for County witnessed destruction at Contractor's facility:	
	9,001 to 10,000 lbs	\$0.005
	10,001 to 20,000 lbs	\$0.005
	20,001 lbs and up	No Charge
3	Charge per pound for County witnessed destruction at County facility:	
	9,001 to 10,000 lbs	\$0.005
	10,001 to 20,000 lbs	\$0.005
	20,001 lbs and up	No Charge
4	Minimum charge for destruction of non-paper items	\$150.00
	(Hard Drives, Plastic, metal, CDs, DVDs, VHS tapes, etc)	(\$0.15 per pound)
5	Non-scheduled pick-up and shred at Contractor's facility	Above rates apply
6	Non-scheduled on-site shred at County's facility	Above rates apply

Attachment 1
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Paper Recycling & Shredding Specialists, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Document and Media Destruction and Shredding Services (the "Underlying Agreement") between the County of Riverside ("County") and Paper Recycling & Shredding Specialists, Inc., ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
- A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
 - (1) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Data aggregation" has meaning given such term in 45 CFR §164.501.
 - C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - K. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - L. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS").
 - M. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
 - N. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;
 - (2) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to

42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

- (3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
- F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the

disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

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

- A. **Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

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

- A. Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance by Contractor's workforce;
- F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;

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

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.
 - C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
 - D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
 - E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend, and hold harmless County under Section 9 of this Addendum.

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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule, and/or Security Rule means the section(s) as in effect or as amended.

- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: Rick Hai
Title: Procurement Contract Specialist
Address: 2980 Washington Street
Riverside, CA 92504

SERVICE AGREEMENT

for

DOCUMENT AND MEDIA DESTRUCTION AND SHREDDING SERVICES

between

COUNTY OF RIVERSIDE

and

CINTAS DOCUMENT MANAGEMENT



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This Agreement, made and entered into this 1st day of October, 2013, by and between Cintas Document Management, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of nine pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of nine pages.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 30, 2014, with the option to renew for four additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four hundred thousand (\$400,000) dollars annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

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

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Document and Media Destruction and Shredding Services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

End Using Department / Agency / District

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-96227-002-06/14); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor

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

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Cintas Document Management
Attn: Chad DeGroot
P.O. Box 633842
Cincinnati, OH 45263

19. Force Majeure

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

20. EDD Reporting Requirements

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

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

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

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

23. General

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

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

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

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

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

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

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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

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

ATTEST:
KECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY

COUNTY OF RIVERSIDE:

Signature: [Signature]
Print Name: John J. Benoit
Title: Chairman, Board of Supervisors
Dated: NOV 05 2013

CONTRACTOR:

Signature: [Signature]
Print Name: Rob Douskey
Title: General Manager
Dated: 9/20/13

FORM APPROVED COUNTY COUNSEL
RFP #PUARG-1275
By [Signature] NEAL R. KIPNIS
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DATE

EXHIBIT A
SCOPE OF SERVICE

- 1.0 Contractor(s) shall provide labor, material, equipment, permits & licenses (as applicable) for the destruction of non-secure and secure documents/records, hereinafter referred to as "Non-secure Materials" or "Secure Materials" that meet or exceed the ANSI standards.
 - 1.1 Confidentiality must be considered in all destruction/shredding of materials. Consideration will be given to Contractor(s) located within a 50-mile radius of the City of Riverside or Contractor(s) with mobile, enclosed shredding vehicles.
 - 1.2 Contractor(s) shall provide lockable, movable security containers dedicated exclusively for the collection of materials to be shredded/destroyed, at no additional cost to the County. Containers must have slot(s) for drop-off of materials and shall remain locked at all times to ensure security during pickup, exchange and transport. Contractor(s) shall unlock containers only at their facility when materials are ready to be shredded/destroyed. All containers shall be the property of the Contractor(s) and must be maintained by the Contractor.
 - 1.3 Contractor(s) shall have industrial shredding equipment capable of shredding paper, plastic/metal clips, metal fasteners and staples, video tapes, file folders/pockets, hard drives, camera, tablets, CDs, DVDs, USB drives, and flash memories. Contractor(s) shall never recycle or sell shredded materials as a whole. All residue and/or waste materials shall be the responsibility of the Contractor(s) whether on-site or off-site.
 - 1.4 The Contractor shall be bonded and must employ bonded, insured and fully uniformed customer service representatives with no prior criminal record. Contractor shall include proof of bonding with proposal.
 - 1.5 Secure destruction must take place on County premises with a mobile operation (i.e. commercial grade destruction equipment processed within an enclosed and securable truck or trailer). The responsible department shall designate a County employee to witness the process. The contractor providing the destruction service shall issue a Certificate of Destruction. The contractor and the County's departmental witness will sign this certificate. The original signed Certificate of Destruction will be maintained by the requesting department, with a copy to be provided to RMAP (Records Management and Archives Program).
 - 1.6 Documents shall be cross cut to a particle size no larger than 1-1/2" x 1/2". RMAP requires demonstration of compliance with the shred size requirement. Vendor will allow County to inspect shred size without prior notification.
 - 1.7 Electronic Media - hard drives, PDAs, smart phones, cameras, and tablets must be pulverized to particle size no larger than 1 square inch. Please see Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf>. Other electronic media such as floppy disks, CDs, DVDs, flash memories, USB keys shall be physically destroyed: hammered, drilled, pieces snapped, and pulverized.
 - 1.8 Micro-media such as microfilm and microfiche shall be crosscut to not more than 1/8". Micro-media filmed at ratios higher than 1:30 shall be pulverized. Because of the differing particle sizes required by this standard, micro-media and paper records shall be separated prior to destruction.
 - 1.9 On-Site / Off-Site Destruction - Contractor(s) may propose on-site or off-site destruction as long as security standards are met. In addition, the following is required for shredding:
 - 1.9.1 If records are to be shredded off-site, destruction shall take place immediately, preferably the same day documents were picked up. Records cannot be re-sold by the Contractor(s) for any purpose, until the records are rendered illegible. County policy

A-43 § D.10 (last paragraph) requires a County employee witness for all record destruction. Contractor shall make arrangement with County department to witness the destruction services performed off-site.

- 1.9.2 Contractor(s) shall provide destruction certification to the requesting department and RMAP and shall be produced on demand and include the following elements:
 - 1.9.2.1 Date of Destruction
 - 1.9.2.2 Method of Destruction
 - 1.9.2.3 Description of the disposed records (Provided by department and attached)
 - 1.9.2.4 Inclusive dates covered (Provided by department and attached)
 - 1.9.2.5 A statement the records were destroyed in the normal course of business
 - 1.9.2.6 Signatures of individuals supervising and witnessing the destruction
- 1.9.3 A provision shall be made for an employee of the County to witness the on-site shredding.
- 1.10 All Media Destruction/Shredding - Contractor(s) shall provide a separate bin that is clearly marked "All Data Media" to include: DVDs, CDs, Microfiche, ID badges/cards, floppies, Electronic Benefit Transfer (EBT) credit cards, tapes, zip drives, etc.
- 1.11 Billing & Invoicing - Billing & invoicing frequency shall be once a month. Invoice must include the service locations and Destruction Certificates bearing customer signature and phone number.
- 1.12 Site visit - The County may inspect Contractor's facility anytime during business hours, between 8:00 a.m. to 5:00 p.m., Monday through Friday, prior to awarding of contract.
- 1.13 Certain departments/agencies will require a master key which is assigned to that authorized individual within the department or agency. The awarded Contractor must make arrangements with the departments/agencies for service for that location.

2.0 **Locations:**

Agricultural Commissioner's Office

1. 4080 Lemon Street, Riverside, CA 92502
2. 2950 Washington Street, Riverside, CA 92504
3. 950 N. Ramona Blvd, Suite 15, San Jacinto, CA 92582
4. 81077 Indio Blvd., Ste. K, Indio CA 92201
5. 280 N. Broadway, Blythe, CA 92225

Animal Services

1. 6851 Van Buren Blvd., Riverside, CA 92509

Assessor-County Clerk-Recorder

1. 2720 and 2724 Gateway Dr., Riverside, CA 92507
2. 4080 Lemon St., 1st Floor, Riverside, CA 92502
3. 270 N. Broadway, Blythe, CA 92225
4. 880 N. State, Suite B-6, Hemet, CA 92543
5. 82675 Highway 111, Room 113, Indio, CA 92201
6. 41002 County Center Dr. #230, Temecula, CA 92591

Auditor Controller

1. 4080 Lemon St., 11th Floor, Riverside, CA 92502

Board of Supervisors

1. 4080 Lemon St., 5th Floor, Riverside, CA 92502

Building and Safety Department

1. 4080 Lemon St., Riverside, CA 92502

CAP Riverside

1. 2038 Iowa Avenue, Suite B-102, Riverside, CA 92507

Child Support Services (DCSS)

1. 2001 Iowa Ave, Riverside, CA 92057
2. 2041 Iowa Ave, Riverside, CA 92057
3. 2081 Iowa Ave, Riverside, CA 92057
4. 3760 12th Street, Riverside, CA 92501
5. 47-950 Arabia Street, Indio, CA 92201
6. 1370 S. State Street, San Jacinto, CA 92583

Clerk of the Board

1. 4080 Lemon St., Riverside, CA 92502

Code Enforcement

1. 4080 Lemon St., Riverside, CA 92502

County Counsel

1. 3960 Orange St, 5th Fl., Riverside, 92501

District Attorney's office

1. 3960 Orange St, Riverside, 92501
2. 30755 Auld Rd, Murrieta, 92563
3. 30045 Technology Dr, Ste#103, Murrieta 92563
4. 30045 Technology Dr, Ste#101, Murrieta 92563
5. 220 N. Broadway, Blythe, 92225
6. 135 N. Alessandro, Room 210, Banning 92220
7. 82-675 Hwy 111, 4th fl, Indio 92201
8. 9991 County Farm Road, Riverside, 92503

Environmental Health

1. 4065 County Circle Drive, Riverside, CA 92503

Facility Management

1. 5555 Arlington Avenue, Riverside CA 92504
2. 44-199 Monroe, Suite B, Indio, CA 92201
3. 3403 10th Street, Riverside, CA 92501

Fire Department

1. 210 W. San Jacinto Avenue, Perris, CA 92570
2. 77-933 Las Montanas Road Suite 201, Palm Desert, CA 92211

3. 2300 Market Street Suite 150, Riverside, CA 92501
4. 16902 Bundy Avenue, Riverside, CA 92518

Flood Control

1. 1995 Market Street, Riverside, CA 92501

Grand Jury

1. 3901 Lime St, 2nd Fl., Riverside, CA 92501

Health Care System Clinics

1. 3055 W. Ramsey, Banning, CA 92220
2. 505 S. Buena Vista, Corona, CA 92882
3. 880 N. State St., Hemet, CA 92543
4. 47-923 Oasis St., Indio, CA 92201
5. 9415 Mission Blvd., Riverside, CA 92509
6. 2499 E. Lakeshore Dr., Lake Elsinore, CA 92530
7. 1515 N. Sunrise Way, Palm Springs, CA 92262
8. 308 E. San Jacinto, Perris, CA 92570
9. 7140 Indiana Ave., Riverside, CA 92504
10. 5256 Mission Blvd., Riverside, CA 92509
11. 4065 County Circle Dr., Suite 304 & 306, Riverside, CA 92504
12. 3900 Sherman Dr., Suite C, Riverside 92503

Housing Authority

1. 5555 Arlington Avenue, Riverside CA 92504
2. 44-199 Monroe, Suite B, Indio, CA 92201

Human Resources

1. 4080 Lemon St., Riverside, CA 92502

Information Technology

1. 7898 Mission Grove Parkway South, Suite 200, Riverside, CA 92508
2. 7195 Alessandro Blvd., Riverside, CA 92506
3. 6147 RiverCrest Drive, Suite A, Riverside, CA 92507
4. 4080 Lemon Street, 10th Fl., Riverside, CA 92501

Mental Health

1. 3125 Myers St., Riverside, CA 92503
2. 31946 Mission Trail, Ste B, Lake Elsinore, CA 92530
3. 3801 University Ave, Ste 350, Riverside, CA 92501
4. 4095 County Circle Drive, Riverside, CA 92503
5. 629 N Main St, Ste C-3, Corona, CA 92880
6. 1330 W Ramsey St., Ste 100, Banning, CA 92220
7. 44199 Monroe St., Ste C, Indio, CA 92201
8. 5961 Mission Blvd., Ste 100, Riverside, CA 92509
9. 351 Wilkerson Ave, Perris, CA 92570
10. 63 S. 4th Street, Banning, CA 92220
11. 19531 McLane St, Ste B6, Palm Springs, CA 92262

12. 68615 Perez Rd, Bldg 6A, Cathedral City, CA 92234
13. 4060A County Circle Drive, Riverside, CA 92503
14. 9890 County Farm Road, Riverside, CA 92503
15. 769 W. Blain St, Ste A & B, Riverside, CA 92507
16. 11060 Magnolia Ave, Riverside, CA 92505
17. 23119 Cottonwood Ave, Bldg B, Ste 110, Moreno Valley, CA 92553
18. 14201 Palm Dr., Ste 110, Desert Hot Springs, CA 92240
19. 1400 Minthorn St., Lake Elsinore, CA 92530
20. 623 N. Main St., Ste D-11, Corona, CA 92880
21. 45596 Fargo St., Ste 6, Indio, CA 92201
22. 83912 Avenue 45, Ste 9, Indio, CA 92201
23. 3833 Tenth St., Riverside, CA 92501
24. 3190 Chicago Ave., Ste 6, Riverside, CA 92507
25. 1827 Atlanta Ave., Ste D-1, Riverside, CA 92507
26. 1195 Magnolia Ave, Corona, CA 92879
27. 650 N. State St., Hemet, CA 92543
28. 82632 US Highway 111, Ste A3, Indio, CA 92201
29. 9990 County Farm Rd., Ste 3, Riverside, CA 92503
30. 47825 Oasis St, Indio, CA 92201
31. 4000 Orange St., Riverside, CA 92501
32. 950 N. Ramona Blvd., Ste 3, San Jacinto, CA 92582
33. 10182 Indiana Ave, Riverside, CA 92503
34. 1370 S. State St., San Jacinto, CA 92583
35. 3075 Myers St., Riverside, CA 92503
36. 1688 N. Perris Blvd., Ste L7 & L11, Perris, CA 92571
37. 1777 Atlanta Ave., Ste G-1, Riverside, CA 92507
38. 30755 Auld Rd., Bldg B, Murrieta, CA 92563
39. 68625 Perez Rd., Ste 11, Cathedral City, CA 92234
40. 3525 Presley Ave., Riverside, CA 92507
41. 41002 County Center Dr., Ste 320, Temecula, CA 92591
42. 4135 Indus Way, Riverside, CA 92503
43. 1297 W. Hobson Way, Blythe, CA 92225

Office on Aging

1. 6296 River Crest Drive, CA 92507
2. 749 N. State St., Hemet, CA 92543
3. 78-900 Avenue 47, Ste 200, La Quinta, CA 92253

Park and Open Space District

1. 4600 Crestmore Road, Jurupa Valley, CA 92509

Probation

1. 3021 Franklin Ave., Riverside, CA 92502
2. 9889 County Farm Rd., Riverside, CA 92503
3. 135 North Alessandro Rd., Banning, CA 92220
4. 2560 N. Perris Blvd., Building N1, Perris, CA 92571
5. 47-940 Arabia, Indio, CA 92201
6. 240 North Broadway St., Blythe, CA 92225

7. 3255 East Tahquitz Canyon Way, Room 101, Palm Springs, CA 92262
8. 505 South Buena Vista Ave., Suite 102, Corona, CA 92882
9. 30755-D Auld Rd., Suite L257, Murrieta, CA 92563
10. 1330 South State St., Suite A, San Jacinto, CA 92583
11. 41002 County Center Dr., Bldg. A, #225, Rm 42, Temecula, CA 92591
12. 47665 Oasis St., Indio, CA 92201
13. 3933 Harrison St., Riverside, CA 92503
14. 30755-C Auld Rd., Murrieta, CA 92563
15. 49-500 Twin Pines Rd., Banning, CA 92220
16. 3960 Orange Street, Suite 600, Riverside, CA 92501

Public Defender

1. 4200 Orange St., Riverside, CA 92501
2. 155 E. Hays Street, Banning, CA 92220
3. 230 N. Broadway Avenue, Blythe, CA 92225
4. 82-675 Highway 111, Room 314, Indio, CA 92201
5. 30755 Auld Road, Murrieta, CA 92563

Public Health

1. 4065 County Circle Drive, Riverside, CA 92503
2. 3900 Sherman Drive, Riverside, CA 92503
3. 10769 Hole Ave., Riverside, CA 92505

Public Social Services

1. 901 E. Ramsey St., Banning, CA 92220
2. 63 S 4th St., Banning, CA 92220
3. 1225 Hobson Way, Blythe, CA 92225
4. 1267 Hobson Way, Blythe, CA 92225
5. 68625 Perez Rd., Cathedral City, CA 92234
6. 1373 Old Temescal Rd, Ste E, Corona, CA
7. 735 Corporation Yard Way, Ste 122, Corona, CA
8. 505 S. Buena Vista Ave, Ste 312, Corona, CA
9. 14201 Palm Dr., Desert Hot Springs, CA
10. 541 N. San Jacinto St., Hemet, CA
11. 561 N. San Jacinto St., Hemet, CA
12. 547 N. San Jacinto St., Hemet, CA
13. 44199 Monroe St., Indio, CA
14. 48113 Jackson St., Indio, CA
15. 1400 Minthorn St., Lake Elsinore, CA
16. 91275 66TH Ave., Ste 100, Mecca, CA
17. 23119 Cottonwood Ave., Bldg A, Moreno Valley, CA
18. 23119 Cottonwood Ave., Bldg B, Moreno Valley, CA
19. 23119 Cottonwood Ave., Bldg C, Moreno Valley, CA
20. 23119 Cottonwood Ave., Bldg G, Moreno Valley, CA
21. 22690 Cactus Ave, Ste 100, Moreno Valley, CA
22. 12125 Day St., Ste S-101, Moreno Valley, CA
23. 26520 Cactus Ave, Lower Level, RM A-0007, Moreno Valley, CA
24. 30755 Auld Rd., Lower Lobby, Murrieta, CA

25. 3178 Hamner Ave., Norco, CA
26. 371 Wilkerson Ave., Ste L, Perris, CA
27. 2055 N. Perris Blvd., Bldg B & C, Perris, CA
28. 351 Wilkerson Ave., Ste D, Perris, CA
29. 1151 N. A St., Bldg 100, 200, 300, 303 & 400, Perris, CA
30. 5961 Mission Blvd., Riverside, CA
31. 11060 Magnolia Ave., Riverside, CA
32. 3950 Reynolds Rd., Riverside, CA
33. 3610 Central Ave., Riverside, CA
34. 2300 Market St., Riverside, CA
35. 4060 County Circle Dr., Riverside, CA 92503
36. 7888 Mission Grove Pkwy, Riverside, CA 92508
37. 3021 Franklin Ave., 2nd Fl., Riverside, CA
38. 9991C County Farm Rd., Riverside, CA 92503
39. 10281 Kidd St., 1st Fl., Riverside, CA 92503
40. 11070 Magnolia Ave., Ste A, Riverside, CA
41. 731 Palmyrita Ave., Riverside, CA 92507
42. 4260 Tequesquite Ave., Riverside, CA
43. 10769 Hole Ave., Riverside, CA
44. 5473 Mission Blvd., Riverside, CA
45. 43264 Business Park Dr., Ste B-1, Temecula, CA

Records Management and Archives

1. 2724 Gateway Drive, Riverside, CA
2. 5950 Wilderness Avenue, Riverside, CA

Regional Medical Center

1. 26520 Cactus Avenue, Moreno Valley, CA 92555

Registrar of Voters

1. 2724 Gateway Dr, Riverside, California 92507

Sheriff

1. 4095 Lemon St., Riverside CA 92501
2. 1500 Castellano Rd, Riverside, 92509
3. 16791 Davis Avenue, Riverside CA 92518
4. 7195 Alessandro Blvd, Riverside, 92506
5. 73520 Fred Waring Dr, Palm Desert, 92260
6. 137 S. Perris Blvd, Perris, 92570
7. 43950 Acacia, Ste B, Hemet, 92544
8. 30755-A Auld Rd, Murrieta, 92563
9. 155 E Hayes Street, Banning CA 92220
10. 4470 Olivewood Ave. Riverside CA 92501
11. 333 Limited Street, Lake Elsinore, 92530
12. 1500 Castellano Rd, Riverside, 92509
13. 260 N Spring St, Blythe, 92225
14. 50290 Main Street, Cabazon, 92230
15. 73705 Gerald Ford Drive, Palm Desert CA 92260

16. 22850 Calle San Juan De Los Lagos, Moreno Valley CA 92552
17. 7477 Mission Blvd, Jurupa Valley CA 92509
18. 86625 Airport Blvd., Thermal CA 92274
19. 30755-B Auld Road, Murrieta, 92563
20. 1626 Hargrave Street, Banning, 92220
21. 1627 South Hargrave, Banning CA 92220
22. 4050 Main St. Riverside CA 92501
23. 260 N Spring St., Blythe CA 92225
24. 46057 Oasis St., Indio CA 92201
25. 46200 Oasis St. #B15, Indio CA 92201
26. 30755 D Auld Road Suite # L067, Murrieta CA 92563
27. 16791 Davis Avenue, Riverside CA 92518
28. 800 S Redlands Avenue, Perris CA 92570
29. 47225 Oasis Street, Indio CA 92201
30. 800 S Redlands Avenue, Perris CA 92570
31. 1260 Palmyrita Ave Suite A, Riverside CA 92507
32. 1115 Spruce Street, Riverside CA 92507
33. 3423 Davis Avenue, Riverside CA 92518

Treasurer-Tax Collector

1. 4080 Lemon Street, Riverside, CA 92501
2. 997 E Tahquitz Canyon Way, Palm Springs, CA 92262
3. 40935 County Center Drive, Suite C, Temecula, CA 92591

Waste Management

1. 14290 Frederick Street, Moreno Valley, CA 92553

City of Corona(monthly service for multiple suites within the listed addresses)

1. 755 Corporation Yard Way, Corona CA 92880-2005
2. 400 Vicentia Ave, Corona CA 92882-2187

City of Hemet (monthly service for multiple suites within the listed addresses)

1. 445 E. Florida Ave., Hemet, CA 92543
2. 450 E. Latham Ave., Hemet, CA 92543
3. 510 E. Florida Ave., Hemet, CA 92543
4. 3777 Industrial Ave., Hemet, CA 92545

City of Menifee (monthly service for multiple suites within the listed address)

1. 29714 Haun Road, Menifee, CA 92586

City of Moreno Valley (monthly service for multiple suites within the listed addresses)

1. 14177 Frederick St., Moreno Valley, CA 92552
2. 15670 Perris Blvd., Moreno Valley, CA 92551

City of Riverside (monthly service for multiple suites within the listed addresses)

1. 3435 14th Street, Riverside, CA 92501
2. 6951 Flight Road, Riverside, CA 92504
3. 3580 Mission Inn Ave., Riverside, CA 92501

4. 3750 University Ave., Riverside, CA 92501
5. 3900 Main Street, Riverside, CA 92522-6th floor
6. 3900 Main Street, Riverside, CA 92522-7th floor
7. 4102 Orange Street, Riverside, CA 92501
8. 8181 Lincoln Ave., Riverside, CA 92504
9. 10540 Magnolia Ave., Ste B. Riverside, CA 92505
10. 3775 Fairmount Ave., Riverside, CA 92501
11. 3900 Main Street., Riverside, CA 92522-Basement IT
12. 3460 Orange Street, Riverside, CA 92501
13. 3025 Madison Street, Riverside, CA 92504
14. 3750 University Ave., Riverside, CA 92504
15. 3901 Orange Street, Riverside, CA 92501
16. 2911 Adams Street, Riverside, CA 92504
17. 3920 Mulberry Street, Riverside, CA 92501

Riverside Superior Court (bi-weekly service for multiple suites within the listed addresses)

1. Banning – 135 N Alessandro, Banning, CA 92220
2. Blythe – 265 N. Broadway, Blythe, CA 92225
3. Hemet – 880 N. State St., Riverside, CA 92501
4. Indio – Annex – 82-675 Hwy 111, Indio, CA 92201
5. Indio – Juvenile – 47671 Oasis St., Indio, CA 92201
6. Indio – Larson Justice Center – 46-200 Oasis St., Indio, CA 92201
7. Moreno Valley – 13800 Heacock Ave., Moreno Valley, CA 92553
8. Murrieta – Southwest Justice Center – 30755-D Auld Rd., Murrieta, CA 92563
9. Palm Springs – 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
10. Riverside – Bar Building - 4129 Main St., Riverside, CA 92501
11. Riverside – ECD-3403 10th St., Riverside, CA 92501
12. Riverside – Family Law - 4175 Main St., Riverside, CA 92501
13. Riverside – Hall of Justice - 4100 Main St., Riverside, CA 92501
14. Riverside – Historical Courthouse – 4050 Main Street, Riverside, CA 92501
15. Riverside – Juvenile - 9991 County Farm Road, Riverside, CA 92501
16. Temecula – 41002 County Center Drive, Temecula, CA 92591

**EXHIBIT B
PAYMENT PROVISIONS**

Line	Description of Budget Narrative	Cost
1	Minimum charge per pick-up/job location: (Minimum charge only applies to jobs weighing 1500 lbs. or less)	\$17.95
2	Charge per pound for County witnessed destruction at Contractor's facility:	
	Less than 1,500 lbs	\$0.040
	1,501 to 10,000 lbs	\$0.037
	10,001 to 20,000 lbs	\$0.036
	20,001 lbs and up	\$0.034
3	Charge per pound for County witnessed destruction at County facility:	
	Less than 1,500 lbs	\$0.040
	1,501 to 10,000 lbs	\$0.037
	10,001 to 20,000 lbs	\$0.036
	20,001 lbs and up	\$0.034
4	Minimum charge for destruction of non-paper items (Hard Drives, Plastic, metal, CDs, DVDs, VHS tapes, etc.)	
	1-100 hard drives, cost per pound	\$6.50
	100+ hard drive, cost per pound	\$4.50
5	Non-scheduled pick-up and shred at Contractor's facility	\$17.95
6	Non-scheduled on-site shred at County's facility	\$17.95

Attachment 1
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Cintas Document Management

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Document and Media Destruction and Shredding Services (the "Underlying Agreement") between the County of Riverside ("County") and Cintas Document Management, ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
- A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
- (1) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Data aggregation" has meaning given such term in 45 CFR §164.501.
- C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- K. "Required by law" has the meaning given such term in 45 CFR §164.103.
- L. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS").
- M. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- N. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;
 - (2) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to

42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

- (3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
- F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the

disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

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

- A. **Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

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

- A. Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance by Contractor's workforce;
- F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;

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

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

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

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

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

- (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

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

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

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

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

construed to limit or diminish Contractor's obligations to indemnify, defend, and hold harmless County under Section 9 of this Addendum.

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

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule, and/or Security Rule means the section(s) as in effect or as amended.

- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: Rick Hai
Title: Procurement Contract Specialist
Address: 2980 Washington Street
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