

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

676



FROM: Department of Public Social Services

SUBMITTAL DATE:
May 13, 2014

SUBJECT: Approve the Agreements between Riverside County Department of Public Social Services (DPSS) and Pacific Toxicology Laboratories for urine drug testing and specimen collection services via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received. [DISTRICT-ALL] [total cost-\$625,500] [annual cost-\$208,500][Federal Funding: 48.12% State Funding: 32.65%; County Funding: 2.55%; Realignment Funding: 16.69%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreements and authorize the Chair of the Board to sign the attached Agreements # CS-02867 (\$180,000) and #AS-02868 (\$28,500) with Pacific Toxicology Laboratories for the period of July 1, 2014 through June 30, 2015 for an amount not to exceed \$208,500 annually, with two (2) renewal options.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan von Zabern
Susan von Zabern
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 208,500	\$ 208,500	\$ 625,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 5,318	\$ 5,318	\$ 15,950	\$ 0	
SOURCE OF FUNDS: Federal Funding: 48.12% State Funding: 32.65%; County Funding: 2.55%; Realignment Funding: 16.69%; Other Funding: 0%				Budget Adjustment: No	
				For Fiscal Year: 14/15-16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 3, 2014
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: _____ District: All Agenda Number: **3-68**

FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 5/21/14 DATE
Purchasing: *Mark Seller* Assistant Director
Department of Public Social Services

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

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

FORM 11: Approve the Agreements between Riverside County Department of Public Social Services (DPSS) and Pacific Toxicology Laboratories for urine drug testing and specimen collection services via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received. [DISTRICT-ALL] [total cost-\$625,500] [annual cost-\$208,500][Federal Funding: 48.12% State Funding: 32.65%; County Funding: 2.55%; Realignment Funding: 16.69%] **DATE:** May 13, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

Urine drug testing and specimen collection services are critical to the operations of both Children's Services (CSD) and In-Home Supportive Services Public Authority (IHSS PA). CSD is court ordered to provide both randomized and on-demand urine drug testing to assure parents involved with CSD maintain a drug-free lifestyle.

The IHSS Division requires drug and alcohol screenings of prospective IHSS Home Care Workers. The IHSS PA has an established Registry of Home Care Workers that are matched with elderly and disabled IHSS Consumers needing care. As part of the process of being placed on the Registry, the IHSS PA requires thorough background and drug/alcohol screenings on each Home Care Worker.

Impact on Residents and Businesses

This service provides much needed assistance to individuals who require IHSS services and/or parents who are involved with CSD.

SUPPLEMENTAL:

Additional Fiscal Information

Department of Social Services: Federal Funds 48.12%, State Funds 32.65%, County Cost 2.55% and Realignment Funding 16.69%.

Contract History and Price Reasonableness

On December 18, 2013, County Purchasing released Request for Proposal (RFP) PUARC-1337 on the Public Purchase website and RFP's were sent to twenty-one (21) potential bidders soliciting bids from qualified vendors to provide Countywide Lab Diagnostic Services. The County received four (4) proposals from LabCorp, Pacific Toxicology Laboratories, Primex Clinical Laboratories Inc. and Quest Diagnostics Incorporated. The evaluation committee was made up of representatives from Huron, Department of Public Health, Riverside County Healthcare System, Riverside County Regional Medical Center, Department of Social Services and the Probation Department. The evaluation team thoroughly reviewed the contents of each proposal and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, price reasonableness, references, financial status and the vendor's ability to meet the County's needs. Of the four proposal submitted, it was determined Pacific Toxicology Laboratories was the only responsive/responsible vendor that proposed to provide services to DPSS.

Therefore, at this time it is being requested that the Board execute the attached Agreements #CS-02867 (\$180,000) and #AS-02868 (\$28,500) with Pacific Toxicology Laboratories to provide urine drug testing and specimen collection services.

SvZ:mm

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

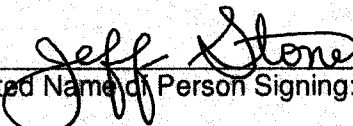

SERVICES AGREEMENT: CS-02867
 CONTRACTOR: Pacific Toxicology Laboratories
 AGREEMENT TERM: July 1, 2014 through June 30, 2015
 MAXIMUM REIMBURSABLE AMOUNT: \$180,000.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide urine drug testing and specimen collection services.

WHEREAS, Pacific Toxicology Laboratories hereinafter referred to as PacTox is qualified to provide urine drug testing and specimen collection services:


WHEREAS, DPSS desires Pacific Toxicology Laboratories, hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.


Authorized Signature for County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Jeff Lanzolatta
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon St. Riverside, CA 92501	Address: 9348 De Soto Ave. Chatsworth, CA 91311
Date Signed: JUN 03 2014	Date Signed: 5,22,2014

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
 DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  5-21-14
 ELENA M. BOEVA DATE

JUN 03 2014 3-68

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List of Exhibits

- Exhibit A – Zone Areas by Zip Code
- Exhibit B – Drug Testing Referral Form (DPSS 3652)
- Exhibit C – Collection site list
- Exhibit D – Regions for Monthly Reporting
- Exhibit E – DPSS 2076A & Instructions
- Exhibit F – Assurance of Compliance
- Exhibit G - HIPAA Business Associate Agreement

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "SSW" refers to a CSD Social Services Worker.
- D. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- E. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and PacTox.
- B. DPSS may monitor the performance of PacTox in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Refer clients to the Contractor using the agreed-upon referral procedures.

III. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. All references to Request for Proposal (RFP) # PUARC-1337 and Bidder's response are incorporated into this Agreement.
- 2. Assign staff to be liaison between PacTox and DPSS.
- 3. Provide drug testing and specimen collection as follows:
 - a. Provide a minimum number of drug specimen collection sites throughout Riverside County as listed in the table below. Modifications to this requirement are allowable if mutually agreed upon by both parties. A list of zip codes for each zone is attached hereto as **Exhibit A** of this Agreement, and incorporated herein by this reference. All collection sites are designated for both random and on-demand drug testing.

Zone	Minimum number of collection sites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (PST)	Minimum number of collection sites available Monday through Friday from 5:00 p.m. – 8:00 a.m. (PST) and all day Saturday and Sunday
1	8	3
2	5	2
3	3	1

- b. Provide a minimum of 12 “out-of-County” collection sites within the surrounding counties. The surrounding counties include: Orange County, San Diego County, San Bernardino County, Los Angeles County, and Imperial County. In addition, the Contractor must provide collection sites throughout the United States as requested at no additional cost to the County.
- c. Provide drug specimen collection sites throughout Riverside County. The most current listing of Collection Sites is attached hereto as **Exhibit C** and incorporated herein by this reference.
- d. Conduct collection site visits to ensure that facilities meet all of the criteria specified in the Agreement.
- e. Provide an updated collection site list to DPSS within 24 hours of any changes to collection site availability. Issue seven (7) calendar days advance notification to DPSS before closing a collection site. A secondary site in the same area must be opened prior to closing the original site to avoid a lapse in services, whenever possible.
- f. Provide drug testing for the following drugs at the cutoff concentration levels listed in the tables below:

Ten Panel, Plus Alcohol

Drug Class	Initial Drug Test Cutoff Concentration (nanograms/milliliter)	Confirmatory Drug Test Cutoff Concentration (nanograms/milliliter)
Alcohol (12 Hour)	0.020	0.020
Amphetamines <ul style="list-style-type: none"> • Amphetamines • Methamphetamines 	500	250
Barbiturates	300	300
Benzodiazepines	300	300
Cocaine metabolites	150	100
Marijuana metabolites	50	15
Methadone	300	300
Methaqualone	300	300

Opiate metabolites	2000	
Morphine		2000
Codeine		2000
6-Acetyl morphine		10
Phencyclidine	25	25
Propoxyphene	300	300

ETHYL GLUCURONIDE (ETG) 80-HOUR ALCOHOL TEST

Drug or Drug Class	Initial Screening	Confirmation Test
Alcohol (80 Hour)	1000ng/ml	500ng/ml

- g. For the initial drug test, an immunoassay test must be used for each drug class tested. If the initial drug test is positive, a confirmatory drug test must be performed on a second aliquot from the original specimen bottle. Gas chromatography and mass spectrometry (GC/MS) must be used as the confirmatory drug test.
- h. Validity specimen testing must be performed on all specimens. If the initial test is positive, a confirmatory validity test must be performed.
- i. After receiving a Drug Testing Referral Form (**Exhibit B**), attached hereto and incorporated herein by this reference, the Contractor shall automatically enroll the client in a randomized drug screening process, or otherwise drug test the referred client, with 100% of all specimen collections observed by same-sex collection site staff, or a licensed medical professional.
- j. Clients shall receive a 10-panel test. Randomized clients will receive a maximum of two random drug screens per month for a period of 90 days, not to exceed six random drug screens per each 90-day authorization period, unless otherwise requested.
- k. Contractor shall, upon court order and upon receiving a drug testing referral form, test clients for Ethyl Glucuronide (ETG) 80-hour test when requested.
- l. Contractor shall assure that only those clients referred for on-demand testing, with proper authorization for after hours testing (Monday through Friday, after 5:00 p.m. plus Saturday and Sunday), be permitted to test after hours. No clients enrolled in the randomized drug testing shall be authorized to test after hours. Social Worker must send the on-demand testing authorization to collection site and PacTox.
- m. Notify the referring SSW when participants fail to appear ("no-show") for testing, or fail to provide a specimen for testing. Notification shall be provided by the third business day following any failed appointment. No-show notification shall be provided for any and all randomized testing in the same manner that specimen results are reported.

- n. PacTox will notify SSW immediately of any incident that occurs involving a client. Initial notification will be via phone or email. A follow-up letter will be sent to DPSS detailing the incident, including the corrective action taken, if any. PacTox records all incidents and includes the following: details of incident date/time of occurrence, persons involved, resolution and determination of whether this was a systemic or single incident.
- o. Provide drug test results via a secured online system. The online system must be accessible to designated County staff 24 hours a day, 7 days a week. The online system must provide the following information
 - (1) Name of client;
 - (2) DPSS region referral originated in;
 - (3) Date of receipt of specimen;
 - (4) Date of collection;
 - (5) Number of drug panels requested;
 - (6) Date of confirmation to referring SSW;
 - (7) Test result (positive/negative);
 - (8) Name of drug or type of drug detected; and,
 - (9) Name of referring SSW
 - (10) Telephone Number of referring SSW
- p. Notification of positive results shall be provided normally within 48 hours of receipt at the laboratory. Negative test results shall be provided normally within 24 hours, following the client's specimen collection the collection site. Specimens donated at any collection site after the 5:00 p.m. courier pickup time will require an additional 24 hours for results reporting.
- q. If the SSW determines, at the conclusion of the 90 day period for random drug testing, that the client requires additional testing, the client will again be referred to the Contractor for an additional 90 day period, as described above. Contractor shall assure that all requests for additional testing in the 90-day random drug-testing program (reauthorization) have proper authorization by DPSS personnel.
- r. Provide a quarterly updated list of all current Contractor specimen collection facilities located in Riverside County. This update will include the name and telephone number of a contact person at each site, the days and hours of service, and those sites designated to provide specimen collection on a 24/7 basis.
- s. Upon SSW request, provide non-randomized testing on Emergency Response (ER) cases on a same-day basis, for urgent drug testing.
- t. Provide annual training sessions at the request of DPSS CSD for a maximum of 25 staff members at no additional charge to the county on requested training topics. A maximum of three (3) training sessions will be conducted on an annual basis at a location and using a methodology (in-person, webinars, etc.) that is mutually agreed upon by both parties.
- u. Monitor all Contractor collection sites no less often than once each fiscal quarter.

- v. Upon SSW request, identify Contractor and provide specimen collection facilities located outside of Riverside County and the State of California.
- w. The Contractor shall maintain the capacity to hold test specimens, as follows: positive, one year; negative, seven days.
- x. Provide a technical support telephone line that is available at minimum Monday-Friday from 8:00 am – 5:00 pm Pacific Standard Time.
- y. Chain-of-Custody forms are considered part of the permanent record for each sample and are stored for a minimum of two (2) years
- z. Contractor shall notify DPSS of any changes in regulations, including by not limited to legislation, concerning drug testing.

B. REPORTING

The Contractor shall provide a monthly report within 30 days following the end of the month, separated by region. A list of regions is included in **Exhibit D** attached hereto and incorporated herein by this reference. The monthly report is to be sent to: contractreporting@riversidedpss.org. The report will include, but is not limited to the following information.

- 1. The number of all randomized tests;
- 2. The number of all on-demand tests;
- 3. The number of all specimens collected.
- 4. The number of 10 panel tests conducted;
- 5. The number of Ethyl Glucuronide (ETG) 80-hour tests conducted;
- 6. The number of positive results; and,
- 7. The number of unacceptable specimens;
- 8. An unduplicated count of the number of clients served; and
- 9. An unduplicated count of clients receiving more than 90 days of testing services.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$180,000.00.

2. UNIT OF SERVICE COST RATE

- a. Payment will be based on the total cost, per client, per test.

Panel	Cost
Ten-Panel Drug Screen	\$27.45
Ethyl Glucuronide (ETG) 80-Hour Alcohol Test	\$31.95

3. CLIENT FEES

Clients receiving services under this Agreement shall not be charged any additional fees.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. Contractor shall submit claims, through email communication, to the designated DPSS Office liaison according to the timeline previously prescribed. Contractor shall segregate charges for on-demand, random, and Ethyl Glucuronide (ETG) 80- Hour Alcohol testing.
- d. The Contractor shall submit DPSS Forms 2076A (**Exhibit E**) following the instructions set forth on the "Instructions for Form 2076A". **Exhibit E** is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.

- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services

provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

5. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit F** and incorporated herein by this reference. The Contractor will sign and date **Exhibit F** and return it to DPSS along with the executed Agreement. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a

complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. **Services, Benefits and Facilities**

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. **Cultural Competency**

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

6. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing

7. HOLD HARMLESS/INDEMNIFICATION

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.

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.

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. 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.

8. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name 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. 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.

(3) 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 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 Insured(s).

b. 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's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 Country'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 coverages 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 it's 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 retentions 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, 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.

9. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

The Contractor must maintain Clinical Laboratory Improvement Act of 1988 (CLIA) certification throughout the length of the Agreement.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

11. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

12. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:

- i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
 - d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and 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.

13. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

14. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

15. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth from the County of Riverside Board of Supervisors Policy No. B-23 and the HIPAA Business Associated Agreement with County of Riverside DPSS as attached hereto as **Exhibit G**.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

16. AGREEMENT TRANSITION PERIOD

The Contractor agrees:

- a. To provide in a timely manner all information deemed necessary by DPSS for use in subsequent contracting activities upon termination of this Agreement for any reason;
- b. To cooperate with DPSS during a transition period to ensure an orderly and seamless delivery of service; and
- c. To make available to DPSS in a timely manner all file information regarding clients served, without additional cost to DPSS or the new vendor, to ensure an orderly and seamless delivery of service.

IV. GENERAL

A. **EFFECTIVE PERIOD**

This Agreement is effective July 1, 2014 through June 30, 2015, with two (2) renewal options.

B. **NOTICES**

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

VENDOR: Pacific Toxicology Laboratories
Attn.: Chief Executive Officer
9348 De Soto Ave.
Chatsworth, CA 91311

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. **AVAILABILITY OF FUNDING**

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. **SANCTIONS**

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

ZONE AREAS BY ZIP CODE

ZONE #1 Western County	
City	Zip Code
Colton	92324
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Elsinore	92530
Elsinore	92531
Elsinore	92532
Homeland	92548
March AFB	92518
Mira Loma	91752
Moreno Valley	92551
Moreno Valley	92552
Moreno Valley	92553
Moreno Valley	92554
Moreno Valley	92555
Moreno Valley	92556
Moreno Valley	92557
Norco	92860
Nuevo/Lakeview	92567
Perris	92570
Perris	92571
Perris	92572
Riverside	92501
Riverside	92502
Riverside	92503
Riverside	92504
Riverside	92505
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Romoland	92585
Sun City	92586
Sun City/ Quail Valley/ Canyon Lake	92587
Wildomar	92595

ZONE #2 Mid & Southwestern County	
City	Zip Code
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/ Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet	92545
Hemet/ Valle Vista	92544
Idyllwild	92549
Menifee/Sun City	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
San Jacinto	92581
San Jacinto	92582
San Jacinto/ Gilman Springs	92583
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Winchester	92596

ZONE #3 Desert & Eastern County	
City	Zip Code
Blythe	92225
Cathedral City	92234
Cathedral City	92235
Coachella	92236
Desert Center/ Eagle Mountain	92239
Desert Hot Springs	92240
Indian Wells	92210
Indio	92201
Indio	92202
Indio	92203
Indio Hills/DHS/ Sky Valley	92241
La Quinta	92253
Mecca/North Shore	92254
Midland	92255
Palm Desert	92211
Palm Desert	92260
Palm Desert	92261
Palm Springs	92258
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
Palm Springs	92264
Rancho Mirage	92270
Ripley	92272
Thermal/Oasis/Salton Sea	92274
Thousand Palms	92276
Whitewater	92282

Collection Site List

Collection Site	Address	Hours	Phone Number	Zone
U. S. Health Works	850 East Washington St. Colton, CA 92324	8 AM – 5 PM Monday- Friday	(909) 370-0572 Fax: (909) 370-4389	1
U. S. Health Works	16420 Perris Blvd., Ste. Q Moreno Valley, CA 92551	8 AM – 5 PM Monday – Friday	(951) 571-2450 Fax: (951) 571-2455	1
U. S. Health Works	1760 Chicago Ave., Ste. J3 Riverside, CA 92507	7 AM – 7 PM Monday- Thursday	(951) 781-2200 Fax: (951) 781-2200	1
Perris Valley Recovery Programs	236 E. 3 rd St. Perris, CA 92570	9 AM – 9 PM Mon.-Thurs. 9 AM – 9 PM Friday	(951) 657-2960 Fax: 951 940 47100	1
Total Care Family Medical	425 Diamond Dr., #104 Lake Elsinore, CA 92530	9 AM – 9 PM Monday- Friday 9 AM – 7 PM Saturday 9AM – 5 PM Sunday	(951) 674-4114 Fax: (951) 674-1403	1
Central Occ. Med	4300 Central Ave., Riverside CA 92506	Monday – Saturday 7AM – 7PM After Hours: 24/7 Male Only (Females at additional charge) site should be called if after hours to make sure proper gender is available	(951) 222-2206 Fax: (951) 736-9512	1
Central Occ. Med	1690 W. 6 th St. Suite K, Corona CA 92882	Monday – Friday 7AM – 5PM	(951) 222-2206 Fax: (951) 736-9512	1
Central Occ. Med	13800 Heacock, Unit 136 Moreno Valley, CA 92553	8 AM – 7 PM Monday – Friday	(951) 656-6009 Fax: (951) 656-6010	1
Alliance Urgent Care Inc.	3853 W. Stetson Ave. Hemet, CA 92545	8AM- 8PM Monday – Friday	(951) 929-6900	2
Sun Ray Addiction	950 State St., Ste. D., Hemet, CA 92570	9 AM- 8 PM Monday, Tuesday, Thursday, Friday 9 AM- 5PM Wednesday	(951) 652-3560 Fax: (951) 929-2780	2
Inland Urgent Care	31565 Rancho Pueblo, #102 Temecula, CA 92530	9 AM – 9 PM 7 days	(951) 674-4114	2
Temecula 24 hour Urgent Care	41715 Winchester Rd., Ste 101 Temecula, CA 92590	24 Hours 7 days	(951) 308-4451	2
Urgent Care Banning	1034 W. Ramsey St., Ste. A Banning, CA 92220	9 AM – 5 PM Monday – Friday	(951) 849-2526	2
Urgent Care Indian Wells	74-785 Hwy 111 Indian Wells, CA 92210	9 AM – 5 PM Monday- Friday 10 AM – 6 PM Saturday, Sunday	(760)346-3932 Fax: (760) 346-8584	3
ABC Recovery Center	44-374 Palm Street Indio, CA 92201	8AM – 5PM Monday- Friday	(760) 342-6616 Fax: (760) 347-8276	3
Desert Oasis Healthcare	265 N. El Cielo Rd. Palm Springs, CA 92262	9:30AM-12PM & 2PM-4:00PM Monday- Friday	(760) 320-8814 Fax: (760) 969-6526	3

Additional Sites Available to Riverside

Ross Health Care Los Angeles County	2476 S. Atlantic Blvd. Commerce, CA 90040	8 AM - 5 PM Monday- Friday 8:30 – 1:30 Saturday	(323) 780-1650 Fax: (323) 777-0426
Progressive Medical Los Angeles County	1035 S. Prairie, Unit 1, Inglewood, CA 90301	9 AM - 5 PM Monday-Friday 9 AM – 1 PM Saturday	(310) 672-6500 Fax: (310) 672-6781
MELA Counseling Services, Inc. Los Angeles County	5723 Whittier Blvd. Los Angeles, CA 90022	8 AM- 5 PM Monday – Friday 10 AM – 1 PM Saturday	(323) 721-6855 Fax: (323) 721 8631
US Healthworks Orange County	1045 N. Tustin Ave., Orange, CA 9030 (714) 288-8303	7 AM – 6 PM Monday – Friday	(805) 983-2234 Fax: (805) 988-1941
Tustin Medical Group Orange County	15751 Rockfield Blvd., Ste. 100 Irvine, CA 92618	24 HOURS	(949) 206-9100 Fax: (949) 206-1648
Concentra Urgent Care Orange County	640 S. Placentia Ave. Placentia, CA 92870	8 AM- 5 PM Monday – Friday	(714) 579-7772 Fax: (714) 579-7781
US Healthworks San Bernardino County	599 Inland Center Dr #105 San Bernardino, CA 92408	24 HOURS	(909) 899-2665 (909) 884-4114
COMP San Bernardino San Bernardino County	295 E. Caroline St., San Bernardino, CA 92408	7 AM- 6 PM Monday - Friday	(909) 723-1161 Fax: (909) 230-7806
U.S. Healthworks San Diego County	5575 Ruffin Rd., #100 San Diego, CA 92123	24 HOURS	(858) 277-2744 Fax: (858) 277-3085
U.S. Healthworks San Diego County	7590 Miramar Road San Diego, CA 92126	8AM-5PM Monday- Friday	(858) 549-4255 Fax: (858) 549-4552
Imperial Valley Occupational Medical Imperial County	1850 W. Main St., Ste. E El Centro, CA 92243	8AM-5PM Monday- Friday	(760) 370-0200 Fax: (760) 370 0220
Imperial Health DOT Imperial County	120 W. Cole Rd., Ste. A Calexico, CA 92231	8AM-5PM Monday- Friday	(760) 357-1385 Fax: (760) 357-9507

Additional sites may be added as required.

COUNTY OF RIVERSIDE/DPSS/CHILDREN'S SERVICES DIVISION
REGIONS WITH ZIP CODES EFFECTIVE APRIL 3, 2014

Blythe	
Blythe	92225
Blythe	92226
Desert	
Indio	92201
Indio	92202
Indio	92203
Indian Wells	92210
Palm Desert	92211
Coachella	92236
Desert Center	92239
Indio Hills	92241
La Quinta	92247
La Quinta	92248
La Quinta	92253
Mecca	92254
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Rancho Mirage	92270
Thermal	92274
Thousand Palms	92276
Diamond Valley	
Hemet	92543
Hemet	92544
Hemet	92545
Hemet	92546
Idyllwild	92549
San Jacinto	92581
San Jacinto	92582
San Jacinto	92583
Mid-County	
Banning	92220
Beaumont	92223
Cabazon	92230
Cathedral City	92234
Cathedral City	92235
Desert Hot Springs	92240
Desert Hot Springs/Sky Valley	92241
North Palm Springs	92258
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
White Water	92282
Palm Springs	92292
Calimesa	92320
Yucaipa	92399
Mountain Center	92561

Metro	
Colton	92324
Riverside	92501
Riverside	92502
Riverside	92504
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Riverside	92513
Riverside	92514
Riverside	92515
Riverside	92516
Riverside	92517
Riverside/March Air Force Base	92518
Riverside	92519
Riverside (UCR)	92521
Riverside	92522
Moreno Valley	92557
SouthWest	
Fallbrook*	92028
Lake Elsinore	92530
Lake Elsinore	92531
Lake Elsinore	92532
Aguanga	92536
Anza	92539
Murrieta	92562
Murrieta	92563
Murrieta	92564
Menifee	92584
Sun City	92586
Sun City	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Wildomar	92595
Winchester	92596

Valley	
Redlands*	92373
Homeland	92548
Moreno Valley	92551
Moreno Valley	92552
Moreno Valley	92553
Moreno Valley	92554
Moreno Valley	92555
Moreno Valley	92556
Nuevo	92567
Perris	92570
Perris	92571
Perris	92572
Romoland	92585
Perris	92599
W-Corridor	
Mira Loma	91752
Riverside	92503
Riverside	92505
Norco	92860
Corona	92877
Corona	92878
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Corona	92883

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Pacific Toxicology Laboratories
Remit to Name
9348 De Soto Ave.
Address
Chatsworth, CA 91311
City State Zip Code
Pacific Toxicology Laboratories
Contractor Name
CS- 02867
Contract Number

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) Date _____
Management Reporting Unit Date _____
Contracts Administration Unit Date _____
General Accounting Section Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory **(required)**. **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.**

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.**

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

HIPAA Business Associate Agreement

Addendum to Agreement

Between the County of Riverside and Pacific Toxicology Laboratories

This HIPAA Business Associate Agreement supplements, and is made part of the **CS-02867** between the County of Riverside and **Pacific Toxicology Laboratories** and shall be effective as of the date the Underlying Agreement is approved by both Parties **July 1, 2014**.

RECITALS

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

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

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

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) 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 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

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

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

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
 - (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section,

understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

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

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

Riverside County In-Home Supportive Services Public Authority
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

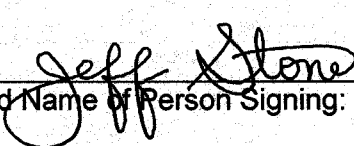

SERVICES AGREEMENT: AS-02868
 CONTRACTOR: Pacific Toxicology Laboratories
 AGREEMENT TERM: July 1, 2014 through June 30, 2015
 MAXIMUM REIMBURSABLE AMOUNT: \$28,500

WHEREAS, the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as IHSS PA, desires to provide urine drug testing and specimen collection services for IHSS PA's Registry Providers;

WHEREAS, Pacific Toxicology Laboratories, hereinafter referred to as PacTox is qualified to provide urine drug testing and specimen collection services for IHSS PA's Registry;

WHEREAS, IHSS PA desires PacTox hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of IHSS PA and the Contractor;

NOW THEREFORE, IHSS PA and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement.

Authorized Signature for County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Jeff Lanzolatta
Title: Chair, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon St. Riverside, CA 92501	Address: 9348 De Soto Ave. Chatsworth, CA 91311
Date Signed: JUN 03 2014	Date Signed: 5/22/2014

ATTEST:

KECIA HARPER-JHEM, Clerk

By: 

DEPUTY
 FORM APPROVED COUNTY COUNSEL

BY: Elena M. Boeva 5/21/14
 ELENA M. BOEVA DATE