

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



ITEM
3.33
(ID # 2570)

FROM : PUBLIC SOCIAL SERVICES:

MEETING DATE:
Tuesday, December 13, 2016

SUBJECT: PUBLIC SOCIAL SERVICES: Approve fourth amendment to Agreement #CS-02867 and fourth amendment to Agreement #AS-02868 with Pacific Toxicology to extend Urine Drug Testing Services for two years, through June 30, 2019 via the Competitive Bidding Process [All Districts]; [\$268,500 annually, \$537,000 aggregate total, Federal: 37.91%; State: 0.33%; County: 0.15%; Realignment: 60.90%, Other: 0.71%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No 4 to CSD Agreement #CS-02867 for Urine Drug Testing Services with Pacific Toxicology Laboratories for a total amount not to exceed \$480,000 for the period of July 1, 2017 through June 30, 2019.
2. Approve and execute Amendment No 4 to IHSS-PA Agreement #AS-02868 for Urine Drug Testing Services with Pacific Toxicology Laboratories for a total amount not to exceed \$57,000 for the period of July 1, 2017 through June 30, 2019.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy

Susan Von Zabern
Susan Von Zabern, Director of Public Social Services 11/3/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 268,500	\$ 268,500	\$ 537,000	\$ 0
NET COUNTY COST	\$ 403	\$ 403	\$ 806	\$ 0
SOURCE OF FUNDS Federal Funding: 37.91% State Funding: 0.33%; County Funding: 0.15%; Realignment Funding: 60.90%; Other Funding: 0.71%			Budget Adjustment: No	
			For Fiscal Year: FY 17/18 – 18/19	

C.E.O. RECOMMENDATION: Approve.

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy
3-33

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

BACKGROUND:

Summary

Urine drug testing and specimen collection services are critical to the operations of both the Children's Services Division (CSD) and In-Home Supportive Services Public Authority (IHSS-PA) of DPSS. Randomized and on-demand urine drug testing is utilized by CSD to ensure children are not left in unsafe environments where parental drug use exists. IHSS-PA performs both drug and alcohol screenings of prospective IHSS-PA Home Care Workers who assist elderly and disabled clients and who are placed on the certified Registry for Home Care Workers.

In 2014, Riverside County Purchasing released a countywide Request for Proposals (PUARC-1337) for urine drug testing and specimen collection. Pacific Toxicology Laboratories (PacTox) was deemed the most responsible and responsive bidder and was awarded the five-year contract, which expires on June 30, 2019. During the time of contract creation and execution, DPSS chose to follow guidelines from the California Department of Social Services, which propose that social service contracts not exceed three years. Therefore, the current executed contracts between PacTox and DPSS (AS-02868 and CS-02867) expire on June 30, 2017. At the present time, in order to have the county-wide contract and the DPSS contracts expire on the same date, DPSS requests that both contracts be amended to extend the contract period to include July 1, 2017 through June 30, 2019. The extension of the DPSS contracts for the additional two years will allow DPSS to continue performing the required drug testing services.

Impact on Residents and Businesses

An extension of the urinalysis agreements will allow CSD to ensure drug-free home environments of DPSS clients as prescribed by their case plans and will allow IHSS-PA to properly screen potential in-home support care workers.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for these agreements will be budgeted through the normal County budget process. Funds for these agreements will be allocated for the FY 17/18 and FY 18/19 budgets. Budget adjustments will not be necessary.

Contract History and Price Reasonableness

On June 3, 2014, The Board of Supervisors approved Agreement #CS-02867 for \$180,000 annually and Agreement #AS-02868 for \$28,500 annually for PacTox. Under the Purchasing Agent's authority, amendments were initiated to renew services for the periods of July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017. On March 8, 2016, with the approval of the Board of Supervisors, Amendment No. 3 pertaining to Agreement #CS-02867

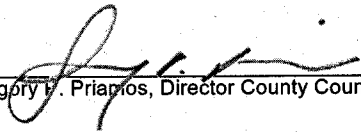
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

increased the maximum reimbursable amount from \$180,000 to \$315,362 for FY 15/16 and \$240,000 for FY 16/17.

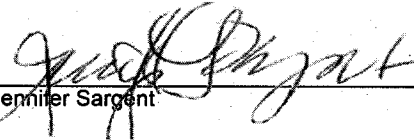
The extensions of Agreement #CS-02867 and Agreement #AS-02868 will be at the current pricing levels, for a total cost of \$537,000 for the period of July 1, 2017 through June 30, 2019. The department anticipates competitively bidding these services in FY 2018/19.


Teresa Summers, Assistant Director of Purchasing

11/22/2016


Gregory V. Priaplos, Director County Counsel

11/22/2016


Jennifer Sargent

12/7/2016

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 4
PROFESSIONAL SERVICES AGREEMENT WITH

Pacific Toxicology Laboratories
Urine Drug Testing and Specimen Collection Services
AS-02868 Contract Extension

PROFESSIONAL
SERVICES AGREEMENT: AS-02868-04

EFFECTIVE PERIOD: July 1, 2017 through June 30, 2019

EFFECTIVE DATE
OF AMENDMENT: July 1, 2017

ANNUAL MAXIMUM
REIMBURSABLE AMOUNT: \$28,500

TOTAL MAXIMUM
REIMBURSABLE AMOUNT: \$57,000

The agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Pacific Toxicology Laboratories, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. DPSS and Contractor agree to extend and modify the Agreement as stated herein, inclusive of all previously executed amendments.
2. On Page 1 and every page thereafter, amend all references to the contract number to read: "AS-02868-04"
3. On Page 1, under Agreement Term, amend dates to read: "July 1, 2017 through June 30, 2019"
4. On Page 1, add the following category:
"ANNUAL MAXIMUM REIMBURSABLE AMOUNT: \$28,500"
5. On Page 1, replace "MAXIMUM REIMBURSABLE AMOUNT: \$28,500" with "TOTAL MAXIMUM REIMBURSABLE AMOUNT: \$57,000"
6. On Page 1, on the second recital, and every page thereafter, replace all references to "PacTox" and "PacTox Laboratories, Inc." with "Contractor."
7. On Page 1, on the third recital, replace "PacTox hereinafter referred to as the Contractor," with "Contractor."
8. On Page 1, on the paragraph prior to the signature block, replace "herein of this Agreement" with "in this Agreement."
9. In Section I.A., "DEFINITIONS" "Contractor," replace "t the" with "the."

12.13.16 3.33

10. In Section 1.B., "DEFINITIONS" "DPSS" or "COUNTY" and all references thereafter, replace "COUNTY" with "County."
11. Amend Section III.C.1. "FISCAL" "MAXIMUM REIMBURSABLE AMOUNT" to read: "Total payment under this Agreement shall not exceed an aggregate amount of \$57,000.

Annually, payments shall not exceed:

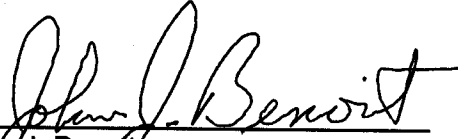
FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2017 through June 30, 2018	\$28,500
July 1, 2018 through June 30, 2019	\$28,500
Total	\$57,000"

12. On line four of Section III.D.8.b.(2) "CONTRACTOR RESPONSIBILITIES" "ADMINISTRATIVE" "INSURANCE," replace "self insured" with "self-insured."
13. Amend Section IV.A. "GENERAL" "EFFECTIVE PERIOD" to read: "This Agreement is effective July 1, 2017 through June 30, 2019, with zero (0) renewal options.

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of Amendment #4, as an extension to the Agreement.

Riverside County

Pacific Toxicology Laboratories



 John J. Benoit,
 Chair, Board of Supervisors




 Jeff Lanzolatta
 Chief Executive Officer

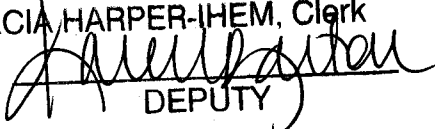
12-13-16

 Date

11/17/16

 Date

FORM APPROVED COUNTY COUNSEL
 BY: 
 ERIC STOPHER
 DATE: 2/14/16

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 
 DEPUTY

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT # 4
PROFESSIONAL SERVICES AGREEMENT WITH

Pacific Toxicology Laboratories
Urine Drug Testing and Specimen Collection Services
CS-02867-04 Contract Extension

PROFESSIONAL
SERVICES AGREEMENT: CS-02867-04

EFFECTIVE PERIOD: July 1, 2016 through June 30, 2019

EFFECTIVE DATE
OF AMENDMENT: July 1, 2016

ANNUAL MAXIMUM
REIMBURSABLE AMOUNT: \$240,000.00

TOTAL MAXIMUM
REIMBURSABLE AMOUNT: \$720,000.00

The Agreement between the Riverside County Department of Public Social Services, hereinafter referred to as DPSS, and Pacific Toxicology Laboratories, hereinafter referred to as Contractor, is amended in the following particulars and no others:

1. DPSS and Contractor agree to extend and modify the Agreement as stated herein, inclusive of all previously executed amendments.
2. On Page 1 and every page thereafter, amend all references to the contract number to read: "CS-02867-04"
3. On Page 1 under "AGREEMENT TERM," amend dates to read:
"July 1, 2016 through June 30, 2019"
4. In the top section of Page 1, add the following category:
"ANNUAL MAXIMUM REIMBURSABLE AMOUNT: \$240,000.00"
5. On Page 1, replace "MAXIMUM REIMBURSABLE AMOUNT: \$555,362.00" with "TOTAL MAXIMUM REIMBURSABLE AMOUNT: \$720,000.00"
6. On the second recital on Page 1, and every page thereafter, replace all references to "PacTox" with "Contractor."
7. On the third recital on Page 1, replace "Pacific Toxicology Laboratories, hereinafter referred to as the Contractor," with "Contractor."
8. On Page 1, on the paragraph prior to the signature block, replace "herein of this Agreement" with "in this Agreement."
9. Amend section I.B. "DEFINITIONS" by replacing "DPSS" with "DPSS and/or County."

12.13.16 3.33

10. Amend section III.A.3.a "CONTRACTOR RESPONSIBILITIES" "SCOPE OF SERVICE" by replacing the existing table with the table below.

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	6	3
2	7*	2
3	3*	1

*Make all reasonable efforts to establish collection sites in Banning and Blythe areas.

11. Amend section III.A.3.I "CONTRACTOR RESPONSIBILITIES" "SCOPE OF SERVICE" to read as follows:

"If there will be an additional charge for after-hours testing, 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 Contractor."

12. Amend section III.A.3 "CONTRACTOR RESPONSIBILITIES" "SCOPE OF SERVICE" by adding the following provision as new sub-section n. and re-numbering the subsequent sub-sections accordingly:

"Contractor will notify the DPSS liaison immediately via secure email upon receipt of any specimen that cannot be tested because it spilled in transit. Notification will include, but is not limited to, the date of collection, client's name, collection site, date received, and specimen ID or accession number."

13. Amend section III.A.3 "CONTRACTOR RESPONSIBILITIES" "SCOPE OF SERVICE" by adding the following provision as new sub-section t. and re-numbering the subsequent sub-sections accordingly:

"Provide a quarterly updated list of all current Contractor specimen collection facilities located outside Riverside County. This update will include the name and telephone number of a contact person at each site and the days and hours of service. Contractor has the option of providing this list in two or more separate documents as long as all active out-of-county collection sites appear on one of the out-of-county site lists provided."

14. Amend section III.A.3.v. "CONTRACTOR RESPONSIBILITIES" "SCOPE OF SERVICE" by revising the first sentence to read as follows:

"Within 30 days of SSW request, Contractor shall identify and provide specimen collection facilities located outside of Riverside County and the State of California."

15. Amend section III. "CONTRACTOR RESPONSIBILITIES" by adding the following provision as sub-section B and re-numbering the subsequent sub-sections accordingly:

"B. OUTCOMES

1. FACILITIES

- a. By the end of each contract year, 16 drug specimen collection sites throughout Riverside County will provide random and on-demand drug testing.
- b. By the end of each contract year, 12 drug specimen collection sites throughout the counties surrounding Riverside County will provide random and on-demand drug testing.

2. NOTIFICATION

- a. By the end of each contract year, 100% of positive results will be provided within 72 hours of receipt of specimen(s) at the laboratory, excluding specimens that require more time for additional confirmatory testing.
- b. By the end of each contract year, 100% of negative results will be provided within 24 hours of receipt of specimen(s) at the laboratory.
- c. By the end of each contract year, 100% of "no shows" will be reported by the end of the third business day following any failed appointment."

16. Amend section III.C.1. "CONTRACTOR RESPONSIBILITIES" "FISCAL" "MAXIMUM REIMBURSABLE AMOUNT" to read as follows:

"Total payment under this Agreement shall not exceed \$720,000.00.

- a. Contract shall not exceed:

Fiscal Year	Amount
16/17	\$240,000.00
17/18	\$240,000.00
18/19	\$240,000.00"

17. Amend section III.D.5.b. "CONTRACTOR RESPONSIBILITIES" "ADMINISTRATIVE" "CLIENT CIVIL RIGHTS COMPLIANCE" "Client Complaints" by replacing the telephone number for the Civil Rights Coordinator "(951) 358-3030" with "(951) 358-6841."

18. Amend section III.D.7 "CONTRACTOR RESPONSIBILITIES" "ADMINISTRATIVE" "HOLD HARMLESS/INDEMNIFICATION" by replacing the entire current section with the following language:

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, action, claim or damage 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. Contractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

- 19. In section III.D.8.a. "CONTRACTOR RESPONSIBILITIES" "ADMINISTRATIVE" "INSURANCE" and all sections thereafter, replace "COUNTY" with "County."
- 20. Amend section IV.A "GENERAL" "EFFECTIVE PERIOD" to read as follows:
"This Agreement is effective July 1, 2016 through June 30, 2019, with zero (0) renewal options."
- 21. Delete the current Exhibit A, "Zone Areas by Zip Code" in its entirety and replace it with Exhibit A attached hereto.
- 22. Delete the current Exhibit B, "Drug Testing Referral Form (DPSS 3652)" in its entirety and replace it with Exhibit B attached hereto.
- 23. Delete the current Exhibit C, "Regions for Monthly Reporting" in its entirety and replace it with Exhibit C attached hereto.
- 24. Delete the current Exhibit F, "HIPAA Business Associate Agreement," in its entirety and replace it with Exhibit F attached hereto.

The undersigned, as authorized representatives of DPSS and Contractor, respectively, certify the establishment of Amendment #4, as an extension to the Agreement.

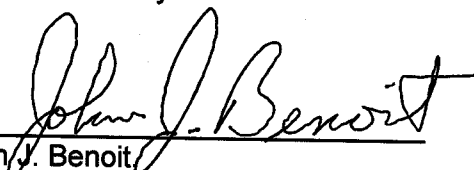
Riverside County


Pacific Toxicology Laboratories


ATTEST:

KECIA HARPER-IHEM, Clerk

By:  DEPUTY


John J. Benoit
Chair, Board of Supervisors


Jeff Lanzolatta,
Chief Executive Officer

12-13-16
FOR APPROVED COUNTY COUNSEL
BY:  ERIC STOPHER
DATE: 11/4/16

11/17/16
Date

ZONE AREAS BY ZIP CODE
 Revised August 30, 2016

Zone #1
Western County

City	Zip Code
Colton*	92324
Corona	92877
Corona	92878
Corona	92879
Corona	92880
Corona	92881
Corona	92882
Corona	92883
Homeland	92548
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
Perris	92599
Redlands*	92379
Riverside	92501
Riverside	92502
Riverside	92503
Riverside	92504
Riverside	92505
Riverside	92506
Riverside	92507
Riverside	92508
Riverside	92509
Riverside	92513
Riverside	92514
Riverside	92515
Riverside	92516
Riverside	92517
Riverside/March AFB	92518
Riverside	92519
Riverside (UCR)	92521
Riverside	92522
Romoland	92585

City	Zip Code
Aguanga	92536
Anza	92539
Banning	92220
Beaumont/ Cherry Valley	92223
Cabazon	92230
Calimesa	92320
Hemet	92543
Hemet/Valle Vista	92544
Hemet	92545
Hemet	92546
Idyllwild	92549
Lake Elsinore	92530
Lake Elsinore	92531
Lake Elsinore	92532
Menifee	92584
Mountain Center	92561
Murrieta	92562
Murrieta	92563
Murrieta	92564
San Jacinto	92581
San Jacinto	92582
San Jacinto/ Gilman Hot Springs	92583
Sun City	92586
Sun City/ Quail Valley/ Canyon Lake	92587
Temecula	92589
Temecula	92590
Temecula	92591
Temecula	92592
Temecula	92593
Wildomar	92595
Winchester	92596
Yucaipa*	92399

City	Zip Code
Blythe/Ripley	92225
Blythe	92226
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	92247
La Quinta	92248
La Quinta	92253
Mecca/ North Shore	92254
North Palm Springs	92258
Palm Desert	92211
Palm Desert	92255
Palm Desert	92260
Palm Desert	92261
Palm Springs	92262
Palm Springs	92263
Palm Springs	92264
Rancho Mirage	92270
Thermal/Oasis/ Salton Sea	92274
Thousand Palms	92276
Whitewater	92282

*Zip Codes for referral only

Drug Testing Referral Form (DPSS 3652)



Riverside County Department of Public Social Services – Children’s Services Division
 Drug Testing Referral – DPSS 3652

CWS/CMS Referral #:		CWS/CMS Case #:		Today's Date:	
Case Name:					
CSSW Name:		CSSW Phone:		CSSW Cell:	
CSSW Office: <Select>		CSSW Region: <Select>			
Client Information (On person to be tested)					
Name of Person to be Tested:		First Name:		Last Name:	
Address of Person to be Tested: (Street Address / City / State / Zip Code):				<input type="checkbox"/> Check if Out of County, and Specify County:	
Contact Phone #:		DOB:	CWS-CMS Client ID #:		
Type of Referral: <Select>		Note: Reauthorization for Random Urine Testing requires RM approval.			
<input type="checkbox"/> Hair Test (Requires a Court Order OR RM approval.)					
Collection Site*:					
Collection Address*:					
Fax referral to: (858) 635-5843 Phamatech			Phone: (888) 635-5840 Phamatech		
<input type="checkbox"/> On Demand Urine Test					
<input type="checkbox"/> After-hours Testing IS Authorized (Note: Command Post ER <u>only</u> . Requires Command Post RM approval.)			<input type="checkbox"/> After-Hours Testing IS NOT Authorized.		
Collection Site*:				Collection Date:	
Collection Address*:					
Test Panel requested: <Select>			Phone: (818) 598-3110 Pacific Toxicology		
<input type="checkbox"/> Random Urine Test – During regular business hours only. (Note: Authorization is good for 90 days and Reauthorization requires RM approval.)					
Collection Site*:					
Collection Address*:					
Test Panel requested: <Select>			Phone: (818) 598-3110 Pacific Toxicology		
Regarding Random Urine Drug Testing: The client is required to call (855) 250-9321 daily and listen for the first initial of their last name on the recording. If their initial is announced, they should report to the referred collection site for observed drug testing between the hours of 8:00 a.m. to 5:00 p.m.					
Court Ordered Testing: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, date of Minute Order:					
Approval Signatures:					
<ul style="list-style-type: none"> - Supervisor's signature – required for all requests - Regional Manager's signature – Required for all reauthorizations of random urine drug testing and all non-court ordered hair testing 					
Supervisor Signature:		X _____		_____	
		Signature		Date	
Regional Manager Signature:		X _____		_____	
		Signature		Date	
* Refer to Current Testing Site List on the CSD Extranet.					

Regions for Monthly Reporting

EXHIBIT C

County of Riverside/DPSS/Children's Services Divion
Regions with Zip Codes Effective February 22, 2016

City	Zip
Blythe	92225
Blythe	92226
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
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

City	Zip
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

City	Zip
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

* Zip Codes for referral only

HIPAA Business Associate Agreement

Addendum to Agreement

Between the County of Riverside and Pacific Toxicology Laboratories

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

RECITALS

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

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

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

WHEREAS, 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 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 ("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 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 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 disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , 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:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6471