

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



ITEM
3.13
(ID # 7949)

MEETING DATE:

Tuesday, September 25, 2018

FROM : PURCHASING AND FLEET SERVICES:

SUBJECT: PURCHASING AND FLEET SERVICES: Approval of Agreement with Shred-It USA, LLC for the Secure and Non-Secure Document and Media Destruction and Bulk Recycling Services for Five (5) Years; All Districts; [\$300,000 annually for a total amount of \$1,500,000 for five years with up to \$150,000 in additional compensation]; Departmental Budgets 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Shred-It USA, LLC. for Secure and Non-Secure Document and Media Destruction and Bulk Recycling Services for an annual amount of \$300,000 for five (5) years through June 30, 2023, and authorize the Chairman of the Board to sign the agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance 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 agreements and sign amendments to the compensation provisions that do not exceed 10% annually.


ACTION: Policy


Teresa Summers, Director of Purchasing 9/14/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 25, 2018
xc: Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$225,000	\$300,000	\$1,500,000	\$0
NET COUNTY COST				
SOURCE OF FUNDS: Departmental Budgets			Budget Adjustment:	No
			For Fiscal Year:	18/19-22/23

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The County of Riverside is committed to ensuring the confidential and secure destruction of confidential and sensitive information in compliance with all applicable laws, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Confidentiality of Medical Information Act (CMIA), and California Civil Code sections 1798.80-1798.84.

The county's current estimated annual amount of document destruction is over 3.5 million pounds. The current incumbent provides document destruction services to nearly 350 separate county locations with a separate schedule for each location.

The Purchasing and Fleet Services is collaborating with neighboring counties to look for opportunities to combine purchasing volume to achieve more competitive pricing. This award is the result of the first collaborative bid. By releasing a proposal that included the combined services for both Riverside and San Bernardino counties, we were able to achieve a \$32,000 savings for Riverside County, which is approximately a 10% savings from current year costs. The department will continue to look at opportunities to combine purchasing efforts to achieve the best price for the county.

Impact on Residents and Businesses

By combining purchasing efforts with our neighboring counties, we will be able to achieve better pricing, resulting in the savings of tax-payer dollars.

Additional Fiscal Information

The estimated contract cost is based on prior year services and overall spend extracted from the county's financial system. The county is anticipating an estimated annual amount of \$300,000 in document destruction services. The additional potential compensation of 10% is for increases as provided for in the agreement terms, and to accommodate for additional services requested by departments.

Contract History and Price Reasonableness

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


Riverside County Purchasing and Fleet Services Department, in conjunction with San Bernardino County Purchasing Department, released a Request for Quote (RFQ), PUARC-1616, soliciting quotations for Secure and Non-Secure Document and Media Destruction, and Bulk Recycling Services. The RFQ was sent to fifty-six (56) potential bidders and was advertised on the Purchasing website. Three (3) bid responses were submitted in response to the RFQ. Two of the responses came from both incumbents from both participating counties. Each bid response was evaluated based on the criteria set forth in the RFQ: lowest overall purchase price per pound, adherence to specifications as detailed in the RFQ, prompt payment discounts on 30 days or less, service/customer support, references, certifications, and samples of destroyed document.

The cost proposals submitted ranged from \$297,615 to \$857,716 annually. Shred-It USA, LLC. was found to be the lowest responsive bidder at \$297,615. The vendor is also providing pick-up of recyclable, non-confidential paper from the participating departments/agencies at no additional charge to the county.

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement for Secure and Non-Secure Document and Media Destruction, and Bulk Recycling Services between County of Riverside and Shred-It USA, LLC.


Tina Grande, Assistant Purchasing Director 9/14/2018


Gregory V. Priaplos, Director County Counsel 9/17/2018

PROFESSIONAL SERVICE AGREEMENT

for

**SECURE and NON-SECURE DOCUMENT and MEDIA DESTRUCTION and BULK
RECYCLING SERVICES**

between

COUNTY OF RIVERSIDE

and

SHRED-IT USA, LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison	11
18. Notices.....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification.....	12
22. Insurance	13
23. General	15
Exhibit A-Scope of Service	18
Exhibit A-1 Riverside County Locations	23
Exhibit B- Payment Provisions.....	37
Attachment I-HIPAA Business Associate Attachment to the Agreement.....	38

This Agreement, made and entered into this 14th day of Sept, 2018, by and between SHRED-IT USA, LLC, a Delaware limited liability company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of five (5) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of ten (10) pages.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three-hundred thousand dollars (\$300,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

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

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

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the Participating Department/Agency listed on Exhibit A-1.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number RIVCO-96227-004-09/23; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. **Independent Contractor/Employment Eligibility**

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

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

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

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

12. Licensing and Permits

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

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

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

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Purchasing & Fleet Services

Attn: Irene Maese

2980 Washington Street

Riverside, CA 92504

CONTRACTOR

Shred-It USA, LLC

Chad DeGroot

5360 Goodman Road

Eastvale, CA 91752

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, 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.

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

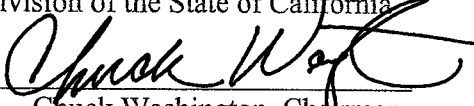
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

Dated: SEP 25 2018

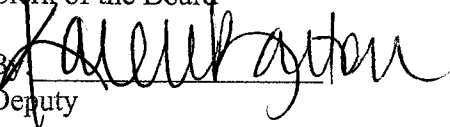
SHRED-IT USA, LLC, a Delaware limited liability company

By: 
Chad DeGroot
District Sales Manager

Dated: 9-14-2018

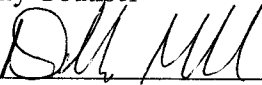
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Danielle Maland,
Deputy County Counsel

Dated: 9/17/18

EXHIBIT "A"
SCOPE OF WORK

1.0 General Requirements:

1.1 CONTRACTOR shall provide document destruction/shredding services for Riverside County, and its participating departments and agencies listed in Exhibit A-1 (Riverside County Locations), in accordance with the provisions and requirements stated herein.

1.2 CONTRACTOR shall provide labor, material, equipment, permits, and licenses (as applicable) for the destruction/shredding of confidential and non-confidential documents/records that meet or exceed the ANSI standards.

1.3 CONTRACTOR shall be bonded and must employ bonded, insured, and fully uniformed customer service representatives with no prior criminal record. CONTRACTOR shall provide proof of bonding.

1.4 Certain departments and/or agencies may require a master key which must be assigned to an authorized individual within the department/agency. CONTRACTOR shall accommodate the departments and/or agencies that request this specific requirement.

1.5 CONTRACTOR shall provide destruction/shredding services on-site at the participating department/agency's jobsite, or at the CONTRACTOR's facility.

1.6 CONTRACTOR's services must meet the standards of National Security Agency/Central Security Service (NSA/CSS) Policy 9-12, or other applicable standard, when required.

1.7 Services must be provided to meet the specific needs of each participating department/agency and must comply with all requirements of this Agreement.

1.8 CONTRACTOR may be requested to provide evidence of AAA NAID (National Association for Information Destruction) certification, which includes criteria for facility/equipment auditing and oversight.

2.0 Equipment:

2.1 CONTRACTOR shall provide lockable, moveable security containers that shall be used for the sole purpose of the collection of materials to be destroyed/shredded. Containers must be locked at all times to ensure security during pickup, exchange, and transport of items to be destroyed.

2.2 Containers shall be provided at no additional cost to the participating departments/agencies.

2.3 Containers must have a slot for the drop-off of materials.

2.4 CONTRACTOR must agree to keep all containers locked until the transportation of the items to be destroyed is completed.

2.5 Containers shall remain the property of the CONTRACTOR, and must be maintained by the CONTRACTOR at no additional cost to the participating agency/department.

2.6 Industrial shredding equipment shall be utilized by the CONTRACTOR. The equipment must be capable of shredding the following items:

A: Paper

B: Plastic and/or metal clips, fasteners, and staples

C: Video tapes, CD's, DVD's, USB drives, and flash memory cards

D: File folders and/or pockets

E: Hard drives, cameras, tablets

F: Credit cards, plastic ID badges

2.7 All residue and/or waste materials shall be the responsibility of the CONTRACTOR, whether off-site or on-site.

2.8 Upon request by a participating department/agency, a separate bin/container for media destruction must be made available by the CONTRACTOR. This separate bin/container must be clearly labeled "Media".

2.9 If non-confidential/recycle paper pickups are requested, the CONTRACTOR shall provide a separate bin/barrel for the requesting department/agency. These bins/barrels will not be required to be secured by a lock.

2.10 Secured containers must only be unlocked at the time that mobile onsite shredding takes place.

2.11 CONTRACTOR shall supply an adequate number of containers, equipment, and labor sufficient enough to meet the need of each participating department/agency.

2.12 CONTRACTOR shall exchange full containers for empty containers upon pickup.

3.0 Performance Requirements:

3.1 At no time shall the CONTRACTOR recycle or sell shredded materials as a whole.

3.2 CONTRACTOR shall provide off-site and on-site destruction/shredding services.

3.3 On-site destruction/shredding services must take place on the premises of the participating department's/agency's worksite with a mobile operation (i.e. commercial grade destruction equipment).

3.4 Mobile operation equipment must be enclosed and securable.

3.5 The participating department/agency will designate a COUNTY employee to witness the destruction process.

3.6 CONTRACTOR shall provide a Certificate of Destruction, which must be signed by the CONTRACTOR and the designated witness. The original certificate will be kept with the participating agency/department, and a copy to be provided to the COUNTY's Records Management and Archives Program (RMAP).

3.7 CONTRACTOR shall shred documents in a cross cut manner to a particle size no larger than 1-1/2" x 1/2". CONTRACTOR shall be required to demonstrate compliance with the shred size requirement, when requested by a participating agency/department. CONTRACTOR must allow the participating department/agency to inspect the shred size without providing prior notification to the CONTRACTOR.

3.8 Electronic Media (hard drives, PDAs, smart phones, cameras, and tablets) must be pulverized to a particle size no larger than 1 square inch. Please see the Information Security Office Policy A58, <http://rivcocob.com/policy-a/POLICY-A58.pdf> for Riverside County's requirements. Other electronic media shall be physically destroyed: hammered, drilled, pieces snapped, and pulverized.

3.9 Micro-media, such as microfilm and microfiche, shall be crosscut to not more than 1/8". Micro-media filmed at ratios higher than 1:30 shall be pulverized.

3.10 Micro-media and paper records shall be separated prior to destruction

3.11 CONTRACTOR shall provide off-site and on-site destruction service options.

a. If records are to be shredded off-site, destruction must take place immediately, no later than the same day that documents are picked up by CONTRACTOR.

b. Records may not be re-sold by the CONTRACTOR for any purpose, until the records are rendered illegible. Riverside County policies require a COUNTY employee to witness specific records destruction. CONTRACTOR shall be responsible for making arrangements for a COUNTY employee to witness the destruction to be performed off-site.

c. Destruction certification shall include the following information:

- i. date of destruction
- ii. method of destruction
- iii. description of the disposed records (to be provided by the department/agency and attached)
- iv. inclusive dates covered (to be provided by the department/agency and attached)

v. a statement which indicates that the records were destroyed in the normal course of business

vi. signatures of individuals supervising and witnessing the destruction

d. CONTRACTOR shall make a provision for an employee of the COUNTY to witness the on-site destruction

3.12 The COUNTY and/or participating agencies/departments shall have the right to inspect the CONTRACTOR's facility at any time during normal business hours, Monday through Friday between 8am and 5pm prior to awarding.

3.13 CONTRACTOR shall provide a receipt of pickup at the time of container pickups. In addition, the CONTRACTOR must have the ability to provide a copy of the weight certification and a certification/affidavit of document/material destruction with an itemized summary of pickups within ten (10) working days of pickups.

3.14 CONTRACTOR must possess and maintain all appropriate permits and licenses necessary in the performance of services required under the awarded contract. Copies of all licenses must be provided upon request.

3.15 CONTRACTOR shall service a predetermined route within each COUNTY service area.

4.0 Invoicing Requirements:

4.1 Billing/invoicing frequency shall be once per month. Invoice must include the following information:

- a. service location
- b. destruction certificates bearing customer signature and phone number
- c. department/agency account
- d. contract/PO number

5.0 Non-confidential Bulk Paper Pickup:

5.1 CONTRACTOR shall provide service options for pickup of non-confidential bulk paper.

~~5.2 Confidential and non-confidential documents will be stored separately by the department/agency.~~

5.3 Non-confidential documents may be collected by the CONTRACTOR during the regularly scheduled pick-ups, and transported back to their facility for destruction.

5.4 Onsite mobile shredding is not required for non-confidential/non-sensitive items.

6.0 Scheduling:

6.1 Scheduling shall be coordinated with each individual department/agency. CONTRACTOR shall establish a regular schedule for routine/recurring pickups that is convenient for the participating agency/department.

6.2 Any changes made to the scheduled pickups shall be approved by the department/agency prior to implementation by the CONTRACTOR.

6.3 The CONTRACTOR shall be responsible to make arrangements to an alternate service date in the event that a regularly scheduled service date falls on a COUNTY holiday.

a. COUNTY Observed Holidays:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

6.4 CONTRACTOR shall respond within one working day to any requests for non-scheduled pickups.

6.5 Upon commencement of the awarded contract, CONTRACTOR shall meet with each participating department/agency on an individual basis to determine their needs and schedule.

6.6 CONTRACTOR shall coordinate with departments/agencies which require maximum confidentiality and allow their personnel to witness all destruction of materials.

6.7 CONTRACTOR shall provide a copy of the pick-up schedule for each participating agency/department to the Contract Administrator listed in Section 18 of this Agreement.

EXHIBIT "A-1"
RIVERSIDE COUNTY LOCATIONS

RIV CNTY DEPT OF VETERAN'S SVC	44-199 MONROE ST	INDIO	92201
RIVERSIDE COUNTY - PROBATION DEPT	46-900A MONROE ST	INDIO	92201
RIVERSIDE COUNTY MENTAL HEALTH	78140 CALLE TAMPICO	LA QUINTA	92253
RIV CNTY MENTAL HEALTH- YTEC WRAP	9991 COUNTY FARM RD	RIVERSIDE	92503
RIV Co HOUSING AUTHORITY	44199 MONROE ST	INDIO	92201-3094
RIV Co WORKFORCE INDIO	44199 MONROE ST	INDIO	92201-3094
RIVERSIDE COUNTY COUNSEL – INDIO	82995 Hwy 111	INDIO	92201-3096
RIV Co DPSS TAM DIVISION	44199 MONROE ST	INDIO	92201-3096
RIV Co DPSS GAIN DIVISION	44199 MONROE ST	INDIO	92201-3096
RIV Co MENTAL HEALTH DESERT DRUG	83912 AVENUE 45	INDIO	92201-3338
RIV Co MENTAL HEALTH DDP	83-912 AVENUE 45	INDIO	92201-4447
RIV Co MENTAL HEALTH COURT	82632 US HIGHWAY 111	INDIO	92201-5626
RIV Co DA'S OFFICE	82995 US HIGHWAY 111	INDIO	92201-5641
RIV Co PUBLIC DEFENDERS	82995 US HIGHWAY 111	INDIO	92201-5641
RIVERSIDE COUNTY PRETRIAL SERVICES	46057 OASIS ST	INDIO	92201-5906
RIV Co SHERIFF DEPT INDIO JAIL	46057 OASIS ST	INDIO	92201-5906
RIV Co LARSON JUSTICE CNTR	46200 OASIS ST	INDIO	92201-5912
RIV Co DEPT OF CHILD SUPPORT SVCS	47950 ARABIA ST	INDIO	92201-6828
RIV Co PROBATION DEPT	47940 ARABIA ST	INDIO	92201-6828
RIV Co SHERIFF/CORONER'S OFFICE	47225 OASIS ST	INDIO	92201-6904
RIV Co MENTAL HEALTH M/H SVCS	47825 OASIS ST	INDIO	92201-6950
RIVERSIDE COUNTY FIRE DEPARTMENT	47335 OASIS ST	INDIO	92201-6950
RIV Co PROBATION DEPT JUVENILE HALL	47665 OASIS ST	INDIO	92201-6950
RIV CNTY MNTL HLTH DESERT WRAPAROUND	47915 OASIS ST	INDIO	92201-6950
RIVERSIDE COUNTY – MDFT	47915 OASIS ST	INDIO	92201-6950
RIVERSIDE COUNTY DPSS CSD DIVISION	48113 JACKSON ST	INDIO	92201-7496
RIV Co DPSS CSD DIVISION	48113 JACKSON ST	INDIO	92201-7496
RIVERSIDE COUNTY - OSSI	48113 JACKSON ST	INDIO	92201-7496

RIV Co FCC DISEASE CONTROL	47923 OASIS ST	INDIO	92201-9203
RIVERSIDE COUNTY FCC	47923 OASIS ST	INDIO	92201-9203
RIVERSIDE COUNTY FCC WIC	47923 OASIS ST	INDIO	92201-9203
RIV Co FCC NURSING	47923 OASIS ST	INDIO	92201-9203
RIVERSIDE Co TREASURER TAX COLLECTOR	38686 EL CERRITO RD	PALM DESERT	92211-1191
RIVERSIDE Co ASSESSOR CLERK REC	38686 EL CERRITO RD	PALM DESERT	92211-1191
RIV Co SHERIFF DEPT	73705 GERALD FORD DR	PALM DESERT	92211-2008
RIVERSIDE Co FIRE DEPT P & E ENG	77933 LAS MONTANAS RD	PALM DESERT	92211-4131
RIVERSIDE COUNTY - BANNING FCC	3055 W RAMSEY ST	BANNING	92220-3781
RIVERSIDE COUNTY FCC WIC - BANNING	3055 W RAMSEY ST	BANNING	92220-3781
RIVERSIDE COUNTY MENTAL HEALTH – BANNING	1330 W RAMSEY ST	BANNING	92220-4448
RIV Co DPSS TAM DIVISION – BANNING	63 S 4TH ST	BANNING	92220-4861
RIV Co MNTL HLTH CAL WORKS GAIN	63 S 4TH ST	BANNING	92220-4861
RIV Co PUBLIC DEFENDER - BANNING	135 N ALESSANDRO ST	BANNING	92220-5500
RIVERSIDE COUNTY PUBLIC DEFENDER	235 N MURRAY ST	BANNING	92220-5511
RIV Co PROBATION DEPT – BANNING	135 N ALESSANDRO ST	BANNING	92220-5545
RIVERSIDE COUNTY DA'S OFFICE – BANNING	135 N ALESSANDRO ST	BANNING	92220-5545
RIV Co SPCL. ENFR. BU. – BANNING	155 E HAYS ST	BANNING	92220-5554
RIV Co DPSS CSD DIVISION – BANNING	901 E RAMSEY ST	BANNING	92220-5921
RIVERSIDE Co SHERIFF DEPT SITE B -	1627 S HARGRAVE ST	BANNING	92220-6169
RIV Co SHERIFF DEPT SECP/WRP – BANNING	1627 S HARGRAVE ST	BANNING	92220-6169
SMITH CORRECTIONAL FACILITY – BANNING	1627 S HARGRAVE ST	BANNING	92220-6169
RIV CNTY PRE TRIAL LSCF	1627 S HARGRAVE ST	BANNING	92220-6169
RIVERSIDE Co SHERIFF CABAZON STATION	50290 MAIN ST	CABAZON	92230-3200
RIVERSIDE Co MNTL HLTH CATH CNYN DR	68615 PEREZ RD	CATHEDRAL CITY	92234-7200
RIVERSIDE COUNTY TAM DIVISION - CAT	68615 PEREZ RD	CATHEDRAL CITY	92234-7200
RIVERSIDE Co FCC WIC – CATHERDRAL	68625 PEREZ RD	CATHEDRAL CITY	92234-7250
RIVERSIDE Co DPSS APS DIVISION	68625 PEREZ RD	CATHEDRAL CITY	92234-7250
RIVERSIDE Co DPSS GAIN DIVISION	68625 PEREZ RD	CATHEDRAL CITY	92234-7250
RIVERSIDE Co MENTAL HLTH (STE 11) - C	14320 PALM DR	DESERT HOT SPRINGS	92240-6874

RIVERSIDE COUNTY FCC WIC - DESERT H	14320 PALM DR	DESERT HOT SPRINGS	92240-6874
RIVERSIDE COUNTY SUBSTANCE USE PROGRAM	14320 PALM DR	DESERT HOT SPRINGS	92240-6874
RIVERSIDE COUNTY DPSS CSD Div - DES	14201 PALM DR	DESERT HOT SPRINGS	92240-6880
RIVERSIDE COUNTY DPSS GAIN Div - DES	14201 PALM DR	DESERT HOT SPRINGS	92240-6880
RIVERSIDE Co SHERIFF STATION	78495 CALLE TAMPICO	LA QUINTA	92253-2839
RIV Co DPSS CSD DIVISION	91275 66TH AVE	MECCA	92254
RIVERSIDE COUNTY FCC WIC - MECCA	91275 66TH AVE	MECCA	92254
RIV Co SHERIFF DEPT EAST	73520 FRED WARING DR	PALM DESERT	92260-2524
RIVERSIDE COUNTY SHERIFF COMM	73520 FRED WARING DR	PALM DESERT	92260-2524
RIVERSIDE COUNTY FCC - PALM SPRINGS	1515 N SUNRISE WAY	PALM SPRINGS	92262-5398
RIVERSIDE COUNTY FCC DISEASE CONTROL	1515 N SUNRISE WAY	PALM SPRINGS	92262-5398
RIVERSIDE COUNTY FCC WIC - PALM SPR	1515 N SUNRISE WAY	PALM SPRINGS	92262-5398
RIVERSIDE Co MNTL HLTH - PALM S	19531 McLANE ST	PALM SPRINGS	92262-6219
RIVERSIDE CO PROBATION - PALM SPRIN	3255 E TAHQUITZ CANYON WAY	PALM SPRINGS	92262-6958
RIV CO SHERIFF STATION	86625 AIRPORT BLVD	THERMAL	92274-9703
RIV CO SHERIFF FORENSIC SERVICES	86625 AIRPORT BLVD	THERMAL	92274-9703
RIVERSIDE CO EXCLUSIVE CARE/HRARC -	3450 14TH ST	RIVERSIDE	92501
RIVERSIDE COUNTY SAFETY / HRARC - R	3403 10TH ST	RIVERSIDE	92501
RIVERSIDE CO HRARC TAP/MAP TAP PAYR	3450 14TH ST	RIVERSIDE	92501
RIVERSIDE CO HRARC PYSCH/POLY ASSMN	3450 14TH ST	RIVERSIDE	92501
RIV CNTY EMS LEMON ST	4080 LEMON ST	RIVERSIDE	92501
RIVERSIDE COUNTY HRARC EAP	3600 LIME ST	RIVERSIDE	92501-0941
RIV CO DPSS TAM DIVISION	2300 MARKET ST	RIVERSIDE	92501-2123
RIV COUNTY FIRE PRO PLANNING	2300 MARKET ST	RIVERSIDE	92501-2134
RIVERSIDE COUNTY HRARC WELLNESS	3600 LIME ST	RIVERSIDE	92501-2978
RIV CO SHERIFF'S ADMIN DEPT	4095 LEMON ST	RIVERSIDE	92501-3601
RIVCO SHERIFF INTERN AFFAIR	4095 LEMON ST	RIVERSIDE	92501-3601

RIV CO SHERIFF DEPT ISB	4095 LEMON ST	RIVERSIDE	92501-3601
RIV CO SHERIFF ACCT & FNCE DEPT	4095 LEMON ST	RIVERSIDE	92501-3601
RIVERSIDE COUNTY PUBLIC DEFENDER	4129 MAIN ST	RIVERSIDE	92501-3606
RIV CITY IT DEPT ADMIN CENTER	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CO AUDITOR CNTRLLRS OFFICE	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CO TREASURER TAX COLLECTOR	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CO CLRK OF THE BOARD OF SUPVRS	4080 LEMON ST	RIVERSIDE	92501-3609
RIVERSIDE COUNTY RECORDS	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CO ASSESSOR CLRK REC PUB SV	4080 LEMON ST	RIVERSIDE	92501-3609
RIVERSIDE COUNTY EXECUTIVE OFFICES	4080 LEMON ST	RIVERSIDE	92501-3609
RIV CO ROBERT PRESLEY DET CNTR	4000 ORANGE ST	RIVERSIDE	92501-3613
RIVCO MNTL HLTH DET CNTR JAIL	4000 ORANGE ST	RIVERSIDE	92501-3613
RIV CO PROBATION ADMIN DEPT	3960 ORANGE ST	RIVERSIDE	92501-3643
RIV CO COUNTY OFFICE	3960 ORANGE ST	RIVERSIDE	92501-3643
RIVERSIDE COUNTY DA'S OFFICE	3960 ORANGE ST	RIVERSIDE	92501-3643
RIVERSIDE CO HRARC HR TEAM (7TH FLR)	4080 LEMON ST	RIVERSIDE	92501-3649
RIVERSIDE COUNTY HRARC - RIVERSIDE	4080 LEMON ST	RIVERSIDE	92501-3649
RIVERSIDE COUNTY HRARC W/C DEPT - R	3403 10TH ST	RIVERSIDE	92501-3670
RIVERSIDE COUNTY HRARC - RVRSD	3403 10TH ST	RIVERSIDE	92501-3670
RIV CO SHERIFF DEPT COURT SVCS	4095 LEMON ST	RIVERSIDE	92501-3688
RIV CO SHERIFF CORRECTIONS DEPT	4095 LEMON ST	RIVERSIDE	92501-3688
Riv CNTY CORRECTIONAL PLANNING	4095 LEMON ST	RIVERSIDE	92501-3690
RIVERSIDE CO LONG TERM CARE	3625 14TH ST	RIVERSIDE	92501-3815
RIV CO MNTL HLTH FORENSICS ADMIN	3625 14TH ST	RIVERSIDE	92501-3815
RIV CO MNTL HLTH DOMH PBLC GRDN	3625 14TH ST	RIVERSIDE	92501-3815
RIV CO PUBLIC DEFENDERS OFFICE	4200 ORANGE ST	RIVERSIDE	92501-3827

RIVERSIDE COUNTY-VETERAN SVCS	4360 ORANGE ST	RIVERSIDE	92501-3829
RIV CO DEPT OF CHILD SUPRT	3760 12TH ST	RIVERSIDE	92501-3833
RIVERSIDE COUNTY COR LEARNING CENTE	3450 14TH ST	RIVERSIDE	92501-3862
RIV COUNTY IT DEPT	3450 14TH ST	RIVERSIDE	92501-3862
RIV CO SHERIFF DEPT INCH	4470 OLIVEWOOD AVE	RIVERSIDE	92501-4155
RIVERSIDE COUNTY GRAND JURY	3901 LIME ST	RIVERSIDE	92501-4202
RIVERSIDE COUNTY HR ACCOUNTING	3450 14TH ST	RIVERSIDE	92502
RIVERSIDE COUNTY NEW LIFE CLINIC	771 BLAINE ST	RIVERSIDE	92503
RIV CO FCC WIC ARLANZA	7801 GRAMERCY PL	RIVERSIDE	92503-2557
RIVERSIDE COUNTY DEH	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC NURSING - RIVE	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY HRARC MH HR TEAM -	4095 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY IT DEPT STE 311 -	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC CLINIC MGMT -	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC LABORATORY - R	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY MENTAL HLTH ADMIN	4095 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC PH ADMIN - RIV	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY HIV/AIDS - RIVERSI	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC DISEASE CONTRO	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY HRARC HR TEAM - RI	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY FCC FISCAL DEPT -	4065 COUNTY CIRCLE DR	RIVERSIDE	92503-3410
RIVERSIDE COUNTY DPSS ADM DIVISION	10281 KIDD ST	RIVERSIDE	92503-3414
RIVERSIDE COUNTY DPSS CSD DIVISION	10281 KIDD ST	RIVERSIDE	92503-3414
RIVERSIDE COUNTY HRARC HR TEAM	10281 KIDD ST	RIVERSIDE	92503-3414
RIVERSIDE COUNTY DPSS ADM (HR) DIVI	10281 KIDD ST	RIVERSIDE	92503-3419

RIVERSIDE COUNTY DPSS ADM DIV (2ND	4060 COUNTY CIRCLE DR	RIVERSIDE	92503-3421
RIVERSIDE CO M/H LONGTERM CARE/CRISIS	10230 INDIANA AVE	RIVERSIDE	92503-3505
RIVERSIDE COUNTY DPSS CSD DIVISION	9991C COUNTY FARM RD	RIVERSIDE	92503-3506
RIVERSIDE COUNTY PROBATION OFFICE	9999 COUNTY FARM RD	RIVERSIDE	92503-3506
RIVERSIDE CO REGIONAL MEDICAL CNTR	9990 COUNTY FARM RD	RIVERSIDE	92503-3542
RIVERSIDE COUNTY MNTL HLTH QI DEPT	9990 COUNTY FARM RD	RIVERSIDE	92503-3542
DEPT OF MENTAL HLTH RECOVERY LEARNI	9990 COUNTY FARM RD	RIVERSIDE	92503-3542
RIVERSIDE COUNTY DPSS ADM DIVISION	3950 REYNOLDS RD	RIVERSIDE	92503-3545
RIVERSIDE COUNTY COUNSEL - RIVERSID	9991 COUNTY FARM RD	RIVERSIDE	92503-3546
RIVERSIDE CO PUBLIC DEFENDERS OFC -	9991 COUNTY FARM RD	RIVERSIDE	92503-3546
RIVERSIDE CO DA'S OFC JUVENILE - RI	9991 COUNTY FARM RD	RIVERSIDE	92503-3551
RIVERSIDE CO JUVENILE PROBATION DEP	9889 COUNTY FARM RD.	RIVERSIDE	92503-3596
RIVERSIDE CO JUVENILE HALL PROBATIO	3933 HARRISON ST	RIVERSIDE	92503-3597
RIVERSIDE CO MNTL HLTH ACT&CHLDRN'S	3125 MEYERS RD	RIVERSIDE	92503-3622
RIV CO MNTL HLTH PATIENTS RIGHTS	10182 INDIANA AVE	RIVERSIDE	92503-5304
MENTAL HEALTH GENERAL ACCOUNT	10182 INDIANA AVE	RIVERSIDE	92503-5304
RIVERSIDE COUNTY MNTL HLTH PRE-SCHO	3075 MYERS ST	RIVERSIDE	92503-5525
RIVERSIDE COUNTY MNTL HLTH PATIENTS	3075 MYERS ST	RIVERSIDE	92503-5525
RIVERSIDE COUNTY MENTAL HEALTH IT D	3075 MYERS ST	RIVERSIDE	92503-5525
RIV CO MNTL HLTH MLTDMNSIONL PRGM	3125 MYERS ST	RIVERSIDE	92503-5527
RIVERSIDE COUNTY MNTL HLTH (1ST FLR	3125 MYERS ST	RIVERSIDE	92503-5527
RIVERSIDE COUNTY MNTL HLTH ISF WRAP	3125 MYERS ST	RIVERSIDE	92503-5527
RIV CO ACT/CAST PROG	3125 MYERS ST	RIVERSIDE	92503-5527
RIV CO MNTL HLTH WRAPAROUND PROG	3125 MYERS ST	RIVERSIDE	92503-5527

RIVERSIDE COUNTY MNTL HLTH CHILD TR	3125 MYERS ST	RIVERSIDE	92503-5527
RIVERSIDE COUNTY MENTAL HEALTH TRAC	3125 MYERS ST	RIVERSIDE	92503-5527
RIV CNTY MENTAL HEALTH ACT	3125 MYERS ST	RIVERSIDE	92503-5527
RIVERSIDE COUNTY HIV/AIDS	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIVERSIDE COUNTY FCC PHARMACY	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIV CO FCC WIC NEIGHBORHOOD	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIV CO FCC NEIGHBORHOOD CLINIC	7140 INDIANA AVE	RIVERSIDE	92504-4544
RIVERSIDE CO FCC CNTRLZD SCHDL CLNC	4210 RIVERWALK DR	RIVERSIDE	92505
RIV CO DPSS CSD DIVISION	10769 HOLE AVE	RIVERSIDE	92505-2808
RIV CO FCC CA CHILDREN'S SVCS	10769 HOLE AVE	RIVERSIDE	92505-2869
RIV CO MENTAL HEALTH	11060 MAGNOLIA AVE	RIVERSIDE	92505-3047
RIV CO DPSS TAM DIVISION	11060 MAGNOLIA AVE	RIVERSIDE	92505-3047
RIV CO DPSS CPS DIVISION	11070 MAGNOLIA AVE	RIVERSIDE	92505-3073
RIVERSIDE COUNTY FCC ADMIN DEPT	4210 RIVERWALK PKWY	RIVERSIDE	92505-3368
RIVERSIDE COUNTY FCC PHEPR - RIVERS	4210 RIVERWALK PKWY	RIVERSIDE	92505-3368
RIVERSIDE COUNTY- DOPH IMMUNIZATION	4210 RIVERWALK PKWY	RIVERSIDE	92505-3368
RIVERSIDE COUNTY ALESSANDRO IT DEPT	7195 ALESSANDRO BLVD	RIVERSIDE	92506-5301
RIV CO SHERIFF DISPATCH CTR	7195 ALESSANDRO BLVD	RIVERSIDE	92506-5301
RIV CO PUBLIC SAFETY PSEC	7195 ALESSANDRO BLVD	RIVERSIDE	92506-5301
RIV CO DPSS CSD DIVISION	3610 CENTRAL AVE	RIVERSIDE	92506-5907
RIVERSIDE COUNTY DPSS ADM DIV (1ST	4060 COUNTY CIRCLE	RIVERSIDE	92507
RIVERSIDE COUNTY OFFICE ON AGING	6296 RIVERCREST DR	RIVERSIDE	92507
RIVERSIDE COUNTY	1325 SPRUCE ST	RIVERSIDE	92507-0502
RIVERSIDE COUNTY - EDA WORKFORCE	1325 SPRUCE ST	RIVERSIDE	92507-0503
RIV CO ASSESSOR CLRK RECORDER	6221 BOX SPRINGS BLVD	RIVERSIDE	92507-0714
RIVERSIDE CO ASSESSOR CLRK RECORDER	2724 GATEWAY DR	RIVERSIDE	92507-0918
RIVERSIDE CO ASSESSORS CLERK REC	2720 GATEWAY DR	RIVERSIDE	92507-0921

RIVERSIDE COUNTY REGISTER OF VOTERS	2724 GATEWAY DR	RIVERSIDE	92507-0923
RIV CO SHERIFF DEPT CAL ID	1260 PALMYRITA AVE	RIVERSIDE	92507-1732
RIV CO DPSS ADM DIVISION	731 PALMYRITA AVE	RIVERSIDE	92507-1811
RIVERSIDE ADULT SERVICES	1020 IOWA AVE	RIVERSIDE	92507-2105
RIVERSIDE COUNTY PROBATION - RIVERS	1201 RESEARCH PARK DR	RIVERSIDE	92507-2147
RIVERSIDE COUNTY DPSS- RIVERSIDE	585 TECHNOLOGY CT	RIVERSIDE	92507-2192
RIV CO COMMUNITY ACTION PRTRNSHP	2038 IOWA AVE	RIVERSIDE	92507-2412
RIV CO DEPT OF CHLD SPRT SVCS	2081 IOWA AVE	RIVERSIDE	92507-2414
RIV CO DEPT OF CHLD SUPPRT SVCS	2041 IOWA AVE	RIVERSIDE	92507-2414
Riv CNTY DPSS PA	1111 SPRUCE ST	RIVERSIDE	92507-2429
Riv CNTY DPSS ASD	1111 SPRUCE ST	RIVERSIDE	92507-2429
RIVERSIDE COUNTY MENTAL HEALTH	1405 SPRUCE ST	RIVERSIDE	92507-2464
RIV CO PROBATION	2001 IOWA AVE	RIVERSIDE	92507-2480
RIVERSIDE COUNTY PROBATION	2001 IOWA AVE	RIVERSIDE	92507-2480
RIV CO DEPT OF CHLD SUPPRT SVCS	2001 IOWA AVE	RIVERSIDE	92507-2484
RIV CO MNTL HLTH QLTY IMPRVMT	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE CO SMRT OLDR ADLTS MNTL H	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MENTAL HEALTH CARE	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIV CNTY CRISIS	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MNTL HLTH SUBS ABU	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIV CO MENTAL HEALTH MHSA ADMIN	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIV CO BHIS MNTL HLTH	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MENTAL HEALTH JWC	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MENTAL HEALTH DRUG	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY RDMHD	1827 ATLANTA AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY MNTL HLTH MANGD CA	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY	2085 RUSTIN AVE	RIVERSIDE	92507-2498

RIV CNTY FAMILY ADVOCATE	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIV CNTY FAMILY WELLNESS CTR	2085 RUSTIN AVE	RIVERSIDE	92507-2498
RIVERSIDE COUNTY ADULT PROBATION DE	3021 FRANKLIN AVE	RIVERSIDE	92507-3337
RIV CO MNTL HLTH WESTERN REG	769 W BLAINE ST	RIVERSIDE	92507-3970
RIV CO MNTL HLTH SUBS ABUSE ADMIN	3525 PRESLEY AVE	RIVERSIDE	92507-4453
RIVERSIDE COUNTY FCC WIC - RIVERSID	1465 SPRUCE ST	RIVERSIDE	92507-7420
RIVERSIDE COUNTY PROBATION - RIVERS	1020 IOWA AVE	RIVERSIDE	92507-9401
RIVERSIDE COUNTY SIU DEPARTMENT	7894 MISSION GROVE PKWY S	RIVERSIDE	92508-7803
RIVERSIDE COUNTY EAS/HEARING	7894 MISSION GROVE PKWY S	RIVERSIDE	92508-7803
RIV CO SHERIFF DEPT CHU	1500 CASTELLANO RD	JURUPA VALLEY	92509-1725
RIV CO SHERIFF RAID TASK FORCE DPT	1500 CASTELLANO RD	JURUPA VALLEY	92509-1725
RIVERSIDE COUNTY SHERIFF DEPT SIB	1500 CASTELLANO RD	JURUPA VALLEY	92509-1725
RIV CO TECHNICAL SVC BUREAU	1500 CASTELLANO RD	JURUPA VALLEY	92509-1725
RIVERSIDE COUNTY SHERIFF DEPT CATCH	1500 CASTELLANO RD	JURUPA VALLEY	92509-1725
RIVERSIDE CO SHERIFF DEPT JURUPA	7477 MISSION BLVD	JURUPA VALLEY	92509-2400
RIVERSIDE COUNTY FCC - JURUPA	9415 MISSION BLVD	JURUPA VALLEY	92509-2600
RIVERSIDE COUNTY FCC WIC - JURUPA	9415 MISSION BLVD	JURUPA VALLEY	92509-2661
RIV CO DPSS TAM DIVISION	5961 MISSION BLVD	JURUPA VALLEY	92509-4216
RIV CO DPSS CSD DIVISION	5961 MISSION BLVD	JURUPA VALLEY	92509-4216
RIV CO DPSS RUBIDOUX COMM	5473 MISSION BLVD	JURUPA VALLEY	92509-4609
RIV CO RUBIDOUX FCC	5256 MISSION BLVD	JURUPA VALLEY	92509-4624
RIV CO CHA RUBIDOUX FCC NURSING	5256 MISSION BLVD	JURUPA VALLEY	92509-4624
RIVERSIDE COUNTY HRARC EPO - RUBIDO	5256 MISSION BLVD	JURUPA VALLEY	92509-4624
RIV CO FCC DISEASE CNTRL RUBIDOUX	5256 MISSION BLVD	JURUPA VALLEY	92509-4624
RIVERSIDE COUNTY FCC WIC RUBIDOUX -	5256 MISSION BLVD	JURUPA VALLEY	92509-4624
RIV CO - DEPT OF ANIMAL SERVICE	6851 VAN BUREN BLVD	JURUPA VALLEY	92509-6045
RIV CO PARKS DISTRICTS	4600 CRESTMORE RD	JURUPA VALLEY	92509-6858

RIVERSIDE COUNTY SHERIFF	3423 DAVIS AVE	MARCH AIR RESERVE BASE	92518
RIVERSIDE COUNTY FIRE DEPT	16902 BUNDY AVE	MARCH AIR RESERVE BASE	92518-1507
RIV CO SHERIFF TRAINING FACILITY	16791 DAVIS AVE	MARCH AIR RESERVE BASE	92518-1509
RIV CO SHERIFF PERSONNEL BUREAU	16791 DAVIS AVE	MARCH AIR RESERVE BASE	92518-1509
RIVERSIDE CO DPH WAREHOUSE	14539 INNOVATION DR	MARCH AIR RESERVE BASE	92518-3025
RIVERSIDE CO DPSS TAM DIV - LAKE EL	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIVERSIDE COUNTY DPSS - LAKE ELSINO	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIVERSIDE CO MNTL HLTH CLWRKS GAIN	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIVERSIDE COUNTY DPSS APS DIV - LAK	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIVERSIDE COUNTY DPSS CPS DIV - LAK	1400 W MINTHORN ST	LAKE ELSINORE	92530-2808
RIVERSIDE COUNTY SHERIFF DEPT - LAK	333 W LIMITED AVE	LAKE ELSINORE	92530-3746
RIVERSIDE COUNTY FCC WIC LAKESHORE	2499 E LAKESHORE DR	LAKE ELSINORE	92530-4446
RIVERSIDE COUNTY FCC - LAKE ELSINOR	2499 E LAKESHORE DR	LAKE ELSINORE	92530-4446
RIVERSIDE COUNTY - MENTAL HEALTH	2499 E LAKESHORE DR	LAKE ELSINORE	92530-4446
RIVERSIDE CO MNTL HLTH MDFT & PCIT	31946 MISSION TRL	LAKE ELSINORE	92530-4539
RIVERSIDE CO M/H OLDER ADULTS MID C	31760 CASINO DR	LAKE ELSINORE	92530-4561
RIV CNTY MENTAL HEALTH SUBSTANCE ABUSE	31760 CASINO DR	LAKE ELSINORE	92530-4561
RIV CO LAKE ELS ADULT MNTL HTL	31764 CASINO DR	LAKE ELSINORE	92530-4571
HEMET NEW LIFE (AB109)	1370 S STATE ST	HEMET	92543
RIV CNTY DEPT OF VETERAN'S SERVICES	749 N STATE ST	HEMET	92543-1402
RIV CO ASSESSOR PUBLIC SERVICE	880 N STATE ST	HEMET	92543-1459
RIV CO FAMILY CARE CENTER	880 N STATE ST	HEMET	92543-1459
RIVERSIDE COUNTY FCC WIC - HEMET	1055 N STATE ST	HEMET	92543-1474
RIVERSIDE COUNTY MENTAL HEALTH	650 N STATE ST	HEMET	92543-2960

RIVERSIDE COUNTY MENTAL HEALTH	650 N STATE ST	HEMET	92543-2960
RIV CO DPSS APS DIVISION	561 N SAN JACINTO ST	HEMET	92543-3107
RIV CO DPSS CSD DIVISION	547 N SAN JACINTO ST	HEMET	92543-3107
RIVERSIDE COUNTY DPSS SS DIVISION	541 N SAN JACINTO ST	HEMET	92543-3107
RIV COUNTY SHERIFF DEPT	43950 ACACIA AVE	HEMET	92544-5343
RIVERSIDE CO DPSS CID	12625 HEACOCK ST	MORENO VALLEY	92553-0538
Riv CNTY DPSS SELF SUFFICIENCY	12625 HEACOCK ST	MORENO VALLEY	92553-0538
RIV CO FCC WIC	13800 HEACOCK ST	MORENO VALLEY	92553-8828
RIVERSIDE COUNTY DPSS ADM DIVISION	22690 CACTUS AVE	MORENO VALLEY	92553-9024
RIV CO SHERIFF MORENO STATION	22850 CALLE SAN JUAN DE LOS LAGOS	MORENO VALLEY	92553-9045
RIVERSIDE CO DPSS CSD DIV	23119 COTTONWOOD AVE	MORENO VALLEY	92553-9661
RIVERSIDE COUNTY DPSS INV DIVISION	23119 COTTONWOOD AVE	MORENO VALLEY	92553-9661
RIVERSIDE COUNTY MENTAL HEALTH	23119 COTTONWOOD AVE	MORENO VALLEY	92553-9661
RIVERSIDE CO MNTL HLTH M/V CHILD	23119 COTTONWOOD AVE	MORENO VALLEY	92553-9661
RIV CO DPSS TAM DIVISION	26520 CACTUS AVE	MORENO VALLEY	92555-3927
RIV CO MEDICAL CENTER	26520 CACTUS AVE	MORENO VALLEY	92555-3927
RIV CO HR - TAP/MAP	26520 CACTUS AVE	MORENO VALLEY	92555-3927
RIVERSIDE UNIVERSITY HEALTH SYSTEM	26520 CACTUS AVE	MORENO VALLEY	92555-3927
RIVERSIDE CNTY MED CTR HARD DRIVES	26520 CACTUS AVE	MORENO VALLEY	92555-3927
RIV CO HRARC OCC HEALTH	14375 NASON ST	MORENO VALLEY	92555-4729
RIV CO HRARC HR-TEAM	14375 NASON ST	MORENO VALLEY	92555-4729
RIV CO HRARC HLTHSTE 203,209,210	14375 NASON ST	MORENO VALLEY	92555-4730
RIVERSIDE COUNTY DPSS APS DIVISION	12125 DAY ST	MORENO VALLEY	92557-6707
RIVERSIDE COUNTY COUNSEL - MURRIETA	30755D AULD RD	MURRIETA	92563-2506
RIVERSIDE COUNTY DA'S OFFICE SOUTHW	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE CO STHWST SHERIFF STATION	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE CO PUBLIC DEF STHWST OFC	30755 AULD RD	MURRIETA	92563-2581

RIVERSIDE CO SHERIFF CRT SVCS DIV	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE CO JUVNL HALL PROB DEPT	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE CO STHWST DETENTION CNTR	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE CO STHWST PROBATION DEPT	30755 AULD RD	MURRIETA	92563-2581
RIVERSIDE COUNTY DPSS CSD DIVISION	30755 AULD RD	MURRIETA	92563-2599
RIVERSIDE CO MNTL HLTH STHWST DET	30755 AULD RD	MURRIETA	92563-2599
RIV CO DA'S OFC SW FAM JSTC	30045 TECHNOLOGY DR	MURRIETA	92563-2641
RIV CO DA'S STHWST BUREAU	30045 TECHNOLOGY DR	MURRIETA	92563-2641
RIVERSIDE COUNTY PROBATION DEPT	30123 TECHNOLOGY DR	MURRIETA	92563-2652
RIVERSIDE COUNTY FIRE DEPT ADMIN	210 W SAN JACINTO AVE	PERRIS	92570-1915
RIVERSIDE COUNTY FIRE RANGER HOUSE	210 W SAN JACINTO AVE	PERRIS	92570-1915
RIVERSIDE CO SHERIFF STATION	137 N PERRIS BLVD	PERRIS	92570-1969
RIVERSIDE CO SHERIFF STATION	137 N PERRIS BLVD	PERRIS	92570-1969
RIVERSIDE CO SHERIFF/CORONERS OFC	800 S REDLANDS AVE	PERRIS	92570-2478
RIVCO PUBLIC HEALTH NURSING	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIVERSIDE CO FCC DISEASE CONTROL	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIVERSIDE COUNTY FCC - PERRIS	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIVERSIDE COUNTY FCC WIC - PERRIS	308 E SAN JACINTO AVE	PERRIS	92570-2878
RIV CO DPSS FAMILY RESOURCES	21091 RIDER ST	PERRIS	92570-8837
RIVERSIDE CO FIRE PREVENTION DPT	88 E RIDER ST	PERRIS	92571
DOMH - PERRIS	85 RAMONA EXPRESSWAY	PERRIS	92571
RIVERSIDE COUNTY DPSS CSD DIVISION	2055 N PERRIS BLVD	PERRIS	92571-2241
RIV CNTY DPSS FAMILY RESOURCE CTR FRC	2055 N PERRIS BLVD	PERRIS	92571-2513
RIV CNTY DPSS CPS	2055 N PERRIS BLVD	PERRIS	92571-2514
COUNTY OF RIVERSIDE, DPSS SELF SUFF	201 REDLANDS AVE	PERRIS	92571-2600
RIV COUNTY DPSS TAM DIVISION	201 REDLANDS AVE	PERRIS	92571-2600

RIVERSIDE COUNTY JUVENILE SVC DIV	2560 N PERRIS BLVD	PERRIS	92571-3251
RIVERSIDE COUNTY PERRIS ADULT DIV	2560 N PERRIS BLVD	PERRIS	92571-3251
RIVERSIDE COUNTY MENTAL HEALTH	1688 N PERRIS BLVD	PERRIS	92571-4707
RIV CO MENTAL HEALTH MDFT DEPT	1688 N PERRIS BLVD	PERRIS	92571-4709
RIVERSIDE COUNTY MENTAL HLTH CLINIC	950 N RAMONA BLVD	SAN JACINTO	92582-2571
RIV COUNTY DEPT OF ANIMAL SVC	581 S GRAND AVE	SAN JACINTO	92582-3831
RIVERSIDE COUNTY MENTAL HEALTH	1370 S STATE ST	SAN JACINTO	92583-4922
RIV CO M/H OLDR ADULTS MID CO	1370 S STATE ST	SAN JACINTO	92583-4933
RIVERSIDE COUNTY PROBATION DEPT	1330 S STATE ST	SAN JACINTO	92583-4943
RIVERSIDE COUNTY CSD DIVISION	27464 COMMERCE CENTER DR	TEMECULA	92590-2523
RIV CO DPSS TAM DIVISION	43264 BUSINESS PARK DR	TEMECULA	92590-3646
RIVERSIDE COUNTY SUBSTANCE ABUSE	40925 COUNTY CTR DR	TEMECULA	92591
RIVERSIDE COUNTY TEMECULA DRC	41002 COUNTY CTR DR	TEMECULA	92591
RIVERSIDE COUNTY FCC WIC - TEMECULA	41002 COUNTY CENTER DR	TEMECULA	92591-6027
RIVERSIDE COUNTY-TEMEC MNTL HT	40925 COUNTY CENTER DR	TEMECULA	92591-6037
RIV CO ASSESSOR CLRK REC SAT	41002 COUNTY CENTER DR	TEMECULA	92591-6051
RIV CO MENTAL HEALTH	41002 COUNTY CENTER DR	TEMECULA	92591-6051
RIVERSIDE CO OLDER ADULT ADMIN	40925 COUNTY CENTER DR	TEMECULA	92591-6054
RIV CO TREASURER TAX COLLECTOR	40935 COUNTY CENTER DR	TEMECULA	92591-6055
RIVERSIDE COUNTY DPSS NORCO	517 W PARKRIDGE AVE	NORCO	92860
RIV CO DPSS TAM DIVISION	3178 HAMNER AVE	NORCO	92860-1936
RIV CO MENTAL HEALTH FACT CNTR	1195 MAGNOLIA AVE	CORONA	92879-3202
RIV CO MENTAL HEALTH SUBS ABUSE	623 N MAIN ST	CORONA	92880-1408
RIV CO MNTL HLTH AMHS	629 N MAIN ST	CORONA	92880-1410
RIV CO DPSS CSD DIVISION	735 PUBLIC SAFETY WAY	CORONA	92880-2005
RIV CO DPSS TAM DIVISION	1373 OLD TEMESCAL RD	CORONA	92881-3315
RIVERSIDE COUNTY PROBATION	505 S BUENA VISTA AVE	CORONA	92882-1901

DEPT
RIVERSIDE COUNTY FCC DEPT -
CORONA

505 S BUENA VISTA AVE

CORONA

92882-1901

EXHIBIT "B"
PAYMENT PROVISIONS

Description of Cost	Cost	Unit of Measure
Minimum charge per pick-up/job location (minimum charge shall only apply to jobs weighing 500 lbs. or less):	\$19.25	EA
Charge for COUNTY-witnessed document destruction at CONTRACTOR's facility (for jobs weighing 501 lbs and up):	\$0.005	LB
Charge for COUNTY-witnessed document destruction at COUNTY facility (for jobs weighing 501 lbs and up):	\$0.005	LB
Charge for COUNTY-witnessed non-paper items destruction (hard drives, metal, CDs, DVDs, Floppy Discs, VHS Tapes, etc.) at CONTRACTOR's facility:	\$2.00	LB
Charge for COUNTY-witnessed non-paper items destruction (hard drives, metal, CDs, DVDs, Floppy Discs, VHS Tapes, etc.) at COUNTY facility:	\$1.00	LB
Charge for non-scheduled pick-up and destruction:	\$19.25	EA
Charge for pick-up and destruction of recyclable paper (non-secure/non-confidential):	\$0.00	EA/LB

Attachment I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Shred-It USA, LLC

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