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

ITEM: 3.27
(ID # 29311)
MEETING DATE:
Tuesday, December 09, 2025

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approval of Thirteen (13) Legal Services Agreements for Workers' Compensation Defense Attorney Representation through June 30, 2028; All Districts [Total Aggregate Cost Not to Exceed $21,450,000 - 100% ISF/Worker's Compensation Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Thirteen (13) Legal Services Agreements with the firms listed in Attachment A for Workers' Compensation Defense Attorney Representation for an annual aggregate amount not to exceed $7,150,000 and a total aggregate amount not to exceed $21,450,000 through June 30, 2028, and authorize the Chair of the Board to sign the agreements on behalf of the County;

2. Authorize the Purchasing Agent, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the agreements; (b) reallocate the funds amongst the awarded Defense Attorney as needed, and (c) sign amendments to the compensation provisions that do not exceed the sum total of $2,145,000 for the term of the agreements;

3. Direct the Purchasing Agent to issue Purchase Orders for services rendered and invoices received not to exceed the approved amounts; and

4. Direct the Clerk of the Board to retain one (1) copy of each agreement and return two (2) copies of each agreement to Human Resources for distribution.

ACTION:

Tami Douglas-Schatz
Tami Douglas-Schatz, Director of Human Resources 11/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	December 9, 2025
xc:	HR

Kimberly A. Rector
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	$7,150,000	$7,150,000	$21,450,000	$0
NET COUNTY COST	$0	$0	$0	$0
SOURCE OF FUNDS: 100% ISF/Worker's Compensation Funds			**Budget Adjustment:** No **For Fiscal Year:** 25/26-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 1, 2003, the Board approved Agenda No. 3.23, authorizing contracts with a panel of outside defense attorneys since the inception of the self-insured programs for workers' compensation.

The Human Resources Workers' Compensation Division provides workers compensation coverage for those who are injured in the course and scope of their employment. The County of Riverside is self-administered and self-insured for its workers' compensation insurance liabilities. The County of Riverside has established the Workers' Compensation Division in the Human Resources Department to fulfill these legal requirements, provide benefits to industrially injured employees of the County of Riverside, and to protect the County from fraud and abuse. The County of Riverside has held a zero tolerance for fraud.

The Workers' Compensation Division has identified a panel of law firms that are knowledgeable and effective in the defense and litigation of the workers' compensation system. The Workers' Compensation Division assigned County staff to work closely with the law firms to provide a comprehensive defense to the County where legally appropriate and negotiate cost-effective resolutions.

For this reason, we request that the Board approve the contracts for the firms in Attachment A.

Impact on Residents and Businesses

There is no impact on citizens or businesses.

Additional Fiscal Information

There are sufficient appropriations in the ISF fund.

Contract History and Price Reasonableness

The panel of legal service providers was established by interviewing the top workers' compensation attorneys in the area and negotiating fixed rates for services to be rendered on an as-needed basis. Firms continuing on the panel are rated on their performance as far as

responsiveness, billing practices, and ability to move and settle cases. The panel is adjusted as needed.

Each agreement has a three-year term through June 30, 2028 with an annual not to exceed amount of $550,000.

The rate of $125.00 to $205.00 per hour for legal services depending on if the case is handled by a hearing representative, attorney, or senior partner is significantly below the average rates for counsel of comparable experience and expertise.

ATTACHMENTS:

Attachment A:	**Agreements**
Exhibit 1	Bradford & Barthel, LLP
Exhibit 2	Bredfeldt, Odukoya & Han, LLP
Exhibit 3	Floyd Skeren Manukian Langevin, LLP
Exhibit 4	Gilson Daub, LLP
Exhibit 5	Hallett, Emerick, Wells & Sareen Professional Law Corporation
Exhibit 6	Hanna, Brophy, MacLean, McAleer & Jensen, LLP
Exhibit 7	Hermanson, Guzman, & Wang, A Professional Corporation
Exhibit 8	Jeffrey B. Sellberg
Exhibit 9	Michael Sullivan & Associates, LLP
Exhibit 10	Parker & Irwin, A Professional Corporation
Exhibit 11	Valencia & McWhorter, LLP
Exhibit 12	Thomas Kinsey, LLP
Exhibit 13	Tobin Lucks, LLP

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 11/12/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 11/12/2025

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **VALENCIA & MCWHORTER, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Giovanni Valencia (CA SBN 222002). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Valencia & McWhorter, LLP
Attn: Giovanni Valencia
5855 Green Valley Circle, Suite 108
Culver City, CA 90230

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY.

COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

VALENCIA & MCWHORTER, LLP, a California limited liability partnership

By: Giovanni Valencia
Giovanni Valencia
Partner

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

    1. Long distance telephone calls - these should be itemized whenever possible.

    2. Express mail when deemed necessary.

    3. Long distance fax charges.

    4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Valencia & McWhorter, LLP ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **TOBIN LUCKS, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Yunna Mirolyan (CA SBN 277285). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The

COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon

immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Tobin Lucks, LLP
Attn: Yunna Mirolyan
P.O. Box 4502
Woodland Hills, CA 91365-4502

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

TOBIN LUCKS, LLP, a California limited liability partnership

By: Mark G Stephens
Mark G. Stephens
Managing Partner

Dated: 09/17/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for senior partner
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses

☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office
How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your	

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Tobin Lucks, LLP ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **THOMAS KINSEY, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Tim Kinsey (CA SBN 155415). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The

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COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon

immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Thomas Kinsey, LLP
Attn: Tim Kinsey
P.O. Box 11057
Orange, CA 92856

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

THOMAS KINSEY, LLP, a California limited liability partnership

By: Tim Kinsey
Tim Kinsey
Partner

Dated: 10/02/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Thomas Kinsey, LLP ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **PARKER & IRWIN, A PROFESSIONAL CORPORATION**, a California corporation, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Scott Matthew Tilley (CA SBN 207214). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Parker & Irwin, A Professional Corporation
Attn: Scott M. Tilley
1845 W. Redlands Blvd, Suite 103
Redlands, CA 92373

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY.

COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

PARKER & IRWIN, A PROFESSIONAL CORPORATION, a California corporation

By: Scott M Tilley
Scott M Tilley
Chief Executive Officer

Dated: 10/10/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

By: Geoffrey Spencer
Geoffrey H Spencer
Chief Financial Officer

Dated: 10/16/2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

    1. Long distance telephone calls - these should be itemized whenever possible.

    2. Express mail when deemed necessary.

    3. Long distance fax charges.

    4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 • FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Parker & Irwin, A Professional Corporation ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **MICHAEL SULLIVAN & ASSOCIATES, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Keith Edward Figgins (CA SBN 269742). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Michael Sullivan & Associates, LLP
Attn: Keith E. Figgins
400 Continental Blvd, Suite 250
El Segundo, CA 90245

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY.

COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

MICHAEL SULLIVAN & ASSOCIATES, LLP, a California limited liability partnership

By: Keith Figgins
Keith Figgins
Senior Partner

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Michael Sullivan & Associates, LLP ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **JEFFREY B. SELLBERG**, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Jeffrey Bruce Sellberg (CA SBN 108577). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The

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COUNTY encourages its service providers to find more cost-effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon

immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Law Offices of Jeffrey B. Sellberg
Attn: Jeffrey B. Sellberg
2134 Main Street, Suite 170
Huntington Beach, CA 92648

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

JEFFREY B. SELLBERG

By: Jeffrey B Sellberg
Jeffrey B. Sellberg

Dated: 10/10/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses

☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Jeffrey B. Sellberg ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **HERMANSON, GUZMAN, & WANG, A PROFESSIONAL CORPORATION**, a California corporation, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Lauren Ann Ponsford (CA SBN 259948). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Hermanson, Guzman, & Wang, A Professional Corporation
Attn: Lauren A. Ponsford
9444 Farnham Street, Suite 106
San Diego, CA 92123

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY.

COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

HERMANSON, GUZMAN, & WANG, A PROFESSIONAL CORPORATION, a California corporation

Sean G Hermanson

By: _____
Sean G. Hermanson
Chief Executive Officer

Dated: 11/03/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

Erik Wachowiak

By: _____
Erik D. Wachowiak
Chief Financial Officer

Dated: 11/03/2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Danielle Maland

By: _____
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples***: RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Hermanson, Guzman, & Wang, A Professional Corporation ("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. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Todd Estil Ewing (CA SBN 163062). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:

County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:

Hanna, Brophy, MacLean, McAleer & Jensen, LLP
1500 Iowa Ave., Ste 220
Riverside, CA 92507

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

HANNA, BROPHY, MACLEAN, MCALEER & JENSEN, LLP, a California limited liability partnership

By: _____
Todd Ewing
Firm Managing Partner

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Danielle Maland

By: _____
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 • FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Hanna, Brophy, MacLean, McAleer & Jensen, LLP ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **HALLETT, EMERICK, WELLS & SAREEN PROFESSIONAL LAW CORPORATION**, a California corporation, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Brandon Richard Lewis (CA SBN 229286). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:

County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:

Hallett, Emerick, Wells & Sareen Professional Law Corporation
Attn: Brandon R. Lewis
325 W Hospitality Lane, Suite 300
San Bernardino, CA 92408-3211

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY.

COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

HALLETT, EMERICK, WELLS & SAREEN PROFESSIONAL LAW CORPORATION, a California corporation

By: _____
Brandon R. Lewis
Managing Shareholder

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Danielle Maland

By: _____
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

    1. Long distance telephone calls - these should be itemized whenever possible.

    2. Express mail when deemed necessary.

    3. Long distance fax charges.

    4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 • FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Hallett, Emerick, Wells & Sareen Professional Law Corporation ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **GILSON DAUB, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Lauren M. Moon (CA SBN 281142). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The

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COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon

immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Gilson Daub, LLP
Attn: Lauren M. Moon
3005 S. El Camino Real
San Clemente, CA 92672

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

GILSON DAUB, LLP, a California limited liability partnership

By: Brent Daub
Brent Daub
Senior Partner

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date
This policy took initial effect on April 14, 2003.

References:
Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:
Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Gilson Daub, LLP ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **FLOYD SKEREN MANUKIAN LANGEVIN, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be John Michel Langevin (CA SBN 139434). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:

County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:

Floyd Skeren Manukian Langevin, LLP
Attn: John M. Langevin
101 Moody Court, Suite 200
Thousand Oaks, CA 91360

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

FLOYD SKEREN MANUKIAN LANGEVIN, LLP, a California limited liability partnership

By: John M Langevin
John Michel Langevin
Managing Partner

Dated: 10/16/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

1. Long distance telephone calls - these should be itemized whenever possible.

2. Express mail when deemed necessary.

3. Long distance fax charges.

4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date
This policy took initial effect on April 14, 2003.

References:
Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:
Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Floyd Skeren Manukian Langevin, LLP ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **BRADFORD & BARTHEL, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Fariba Moghaddam Jafary (CA SBN 195489). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Bradford & Barthel, LLP
Attn: Fariba Moghaddam Jafary
3270 Inland Empire Blvd, Suite 100
Ontario, CA 91764

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

COUNTY OF RIVERSIDE, a political limited subdivision of the state of California

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

BRADFORD & BARTHEL, LLP, a California liability partnership

By: _____
Fariba Moghaddam Jafary
Equity Partner

Dated: 10/07/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Danielle Maland

By: _____
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses ☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U .S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

    1. Long distance telephone calls - these should be itemized whenever possible.

    2. Express mail when deemed necessary.

    3. Long distance fax charges.

    4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 • FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and Bradford & Barthel, LLP ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Human Resources Department, hereinafter "COUNTY", and **BREDFELDT, ODUKOYA & HAN, LLP**, a California limited liability partnership, hereinafter "Defense Attorney".

WHEREAS, the Defense Attorney is familiar with and competent in the area of law to which Defense Attorney is approved to represent the COUNTY and is qualified to defend the COUNTY for claims or actions filed against the COUNTY.

WHEREAS, in consideration of the remuneration hereinafter set forth, Defense Attorney agrees to defend all claims or actions referred to them by the COUNTY arising from the alleged legal liability of the COUNTY on the following terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence upon execution and continues until **June 30, 2028**, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to the terms herein. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. Defense Attorney shall provide legal counsel and services as part of COUNTY's workers compensation defense panel as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. Defense Attorney's legal representation shall include representation of COUNTY in all aspects of workers compensation matters, including but not limited to the review of the law, representation and legal guidance in regard to workers compensation claims.

A. Settlement Authority. Defense Attorney shall contact the COUNTY Workers' Compensation Division staff member or designee who has been delegated the authority to settle claims. Defense Attorney shall work in conjunction with the COUNTY Workers' Compensation Division to resolve all claims against the COUNTY in the best interests of the COUNTY. Defense Attorney further agrees to make available, upon request by the COUNTY Workers' Compensation Division, the individual defense attorney handling a file wherein a proposed settlement is in excess of Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars ($49,999.00) in new money for the purpose of appearing with the COUNTY Workers' Compensation Division at the Board of Supervisor's sessions to answer any questions pertaining thereto to facilitate the Board's decision on the matter.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Akinola K. Odukoya (CA SBN 195882). The Supervising Attorney shall have full authority to act for Defense Attorney on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

For the duration of the Agreement, Defense Attorney shall have a State Bar of California license and be in good standing. Should Defense Attorney choose to use Hearing Representatives, the Hearing Representative must be pre-approved by the COUNTY. Hearing Representatives shall be paid according to Exhibit A – Fee Agreement. The Defense Attorney

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shall be responsible to guarantee the quality of the work of the Hearing Representative(s). The COUNTY encourages its service providers to find more cost effective ways to provide services to the County of Riverside.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. Defense Attorney shall have the right to decline any assignment referred by the COUNTY. Defense Attorney shall determine within seventy-two (72) hours of receipt of the assignment that they have no conflict-of-interest should they accept the assigned claim assignment. Defense Attorney represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by Defense Attorney, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of COUNTY at the time of execution of this Agreement or who subsequently becomes affiliated with Defense Attorney in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by Defense Attorney to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of Defense Attorney for a period of one year from the date the former COUNTY employee left COUNTY employment.

The Defense Attorney shall have conducted a conflict-of-interest check prior to executing this Agreement. Since it is possible that some of the Defense Attorney's present or future clients will have disputes with COUNTY during the time that Defense Attorney is representing the COUNTY. COUNTY and Defense Attorney agree that should the situation arise where a new or existing client engages Defense Attorney in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, Defense Attorney will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of Defense Attorney. Should COUNTY determine that it is best to terminate the services of Defense Attorney, COUNTY will notify Defense Attorney in writing of such decision and termination shall take effect upon the date indicated in the notice. Defense Attorney may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to Defense Attorney a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, Defense Attorney shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

Defense Attorney shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by Defense Attorney for COUNTY. Defense Attorney shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The compensation paid to Defense Attorney under the terms of this Agreement shall be paid as described in Exhibit A – Fee Agreement, attached hereto and by this reference incorporated herein. The total compensation shall not exceed **$550,000 annually** and no minimum amounts or assignments to Defense Attorney are guaranteed under this Agreement. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. Defense Attorney shall notify the COUNTY immediately in writing when Defense Attorney has expended seventy-five percent (75%) of the total compensation.

7. TRAINING AND EDUCATIONAL SERVICES. Defense Attorney shall contribute to the on-going education of the Workers' Compensation Division's staff through seminars, handouts, e-mails or other methods to keep the Workers' Compensation Division's staff up-to-date on trends, case law, reforms and changes within the workers' compensation industry at no cost to COUNTY.

8. PAYMENT. Defense Attorney shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to directly to: 1) the Claims Adjuster, or 2) to the back-up Claims Adjuster if primary Claims Adjuster is not available, or 3) to the Senior Claims Adjuster or management staff who oversees the work of the primary Claims Adjuster; or 4) as directed by the COUNTY.

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

Defense Attorney shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorney shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorney.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by Defense Attorney. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from Defense Attorney. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement may be terminated by COUNTY upon immediate notice to Defense Attorney. Defense Attorney shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County of Riverside, Human Resources Department, Workers' Compensation Division shall have authority to administer this Agreement for COUNTY on all matters encompassed by this Agreement.

11. CONFIDENTIALITY. Defense Attorney shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Defense Attorney shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNCIATIONS WITH COUNTY. Defense Attorney recognizes that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. Defense Attorney warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. Defense Attorney understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees, and Defense Attorney shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

Documents, billings and correspondence should be provided in electronic format compatible with the COUNTY's electronic claims system. Due to HIPAA regulations, any personal identifying information or protected medical information must be provided by an approved secure method to ensure the security and safety of such material/information. Any documents, orders, awards, liens, billings or correspondence from other parties must be served through normal and customary means through Defense Attorney. IVOS' Guest Link or similar program may be required in the future to access COUNTY claims on behalf of Defense Attorney.

The Defense Attorney shall comply with the County of Riverside Workers' Compensation Division Vendor Marketing Guidelines attached as Exhibit B and incorporated herein by this reference and made an integral part of this Agreement.

13. LICENSES. Defense Attorney, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

14. STANDARD OF PERFORMANCE AND LITIGATION. The County of Riverside Workers' Compensation Division Litigation Management Guidelines is attached hereto as Exhibit C and is incorporated herein by this reference and made an integral part of this Agreement. Defense Attorney agrees to comply with these requirements and guidelines. The guidelines may be updated from time to time. Defense Attorney agrees that any superseding update shall become an integral part of this Agreement and will not change nor alter any other portion of this Agreement in anyway whatsoever.

15. REQUIRED INSURANCE. Without limiting or diminishing Defense Attorney's obligation to indemnify or hold COUNTY harmless, Defense Attorney shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage 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 Defense Attorney has employees as defined by the State of California, Defense Attorney shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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 Defense Attorney's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Defense Attorney shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: Defense Attorney shall maintain Professional Liability Insurance providing coverage for Defense Attorney's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. If Defense Attorney's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Defense Attorney shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Defense Attorney has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. 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 an 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 the specific insurer and only for one policy term.

2) Defense Attorney must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed $500,000.00 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the COUNTY's Risk Manager, Defense Attorney' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3) Defense Attorney shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified 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 be given to COUNTY 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 COUNTY 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. Defense Attorney shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed by the parties hereto and Defense Attorney's insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

7) The Defense Attorney shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) Defense Attorney 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.

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

With respect to any action or claim subject to indemnification herein by Defense Attorney, Defense Attorney shall, at their sole cost, have the right to use counsel of their 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 Defense Attorney' indemnification to Indemnitees as set forth herein.

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

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

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or Defense Attorney at the following addresses below, or at any other address COUNTY or Defense Attorney shall provide in writing to each other:

To COUNTY:
County of Riverside
Workers' Compensation Division
Attn: Sylvia Skibar, WCCP, Workers' Compensation Division Manager
P.O. Box 1120
Riverside, CA 92502-1120

To DEFENSE ATTORNEY:
Bredfeldt, Odukoya & Han, LLP
Attn: Akinola K. Odukoya
980 Montecito Drive, Suite 201
Corona, CA 92879

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): Defense Attorney, as it pertains to the services under this Agreement, is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. Defense Attorney hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Defense Attorney further agrees that it shall be in compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time. Defense Attorney agrees to abide by all terms and conditions as outlined in Board Policy B-23 attached as hereto as Exhibit D, and the HIPAA Business Associate Agreement attached hereto as Exhibit E, both of which are incorporated herein by this reference and made an integral part of this Agreement.

19. WORKERS' COMPENSATION DIVISION SPECIAL INVESTIGATION UNIT: When Defense Attorney is assigned to work claims for the County of Riverside pursuant to this Agreement, they shall attend any seminars, workshops, or classes requested by the Workers' Compensation Division and conducted by the County of Riverside's District Attorney's office for the purpose of training Defense Attorney in documenting and preparing a workers' compensation claim for referral to the District Attorney's Office or the Department of Insurance – Fraud Division for a party's possible violation of the Workers' Compensation Fraud Law. Where calendar conflicts prevent attendance, Defense Attorney shall work with the County of Riverside to ensure attendance at any follow up/make up sessions.

Where the County of Riverside, the Workers' Compensation Division, or the Special Investigation Unit (SIU) of the Workers' Compensation Division chooses to investigate possible fraud and/or abuse of the workers' compensation system, the Defense Attorney assigned to the claim shall coordinate with the Workers' Compensation Division and the SIU to prepare a consolidated claim, and shall work with the Workers' Compensation Division and SIU in securing proper jurisdiction for fraud referral, depositions properly designed to document fraud and abuse, and coordinate all settlements with the SIU so as not to damage or hinder workers' compensation fraud prosecution.

20. LIENS: The County of Riverside recognizes the area of potential fraud and abuse currently present in the existing lien system. As such, Defense Attorney is encouraged to develop and offer more cost-effective methods of identifying properly entitled vendors for payment and barring questionable vendors from exploiting the system.

21. ACTIVITY ON CLOSED FILES: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the Claims Adjuster or the Workers' Compensation Division. Where correspondence is received, Defense Attorney shall make a routine inquiry as to whether the County of Riverside needs them to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in Defense Attorney's file without generating any additional legal bills.

22. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by Defense Attorney to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, Defense Attorney may retain consultants and experts as Defense Attorney deem appropriate after receiving the written approval of COUNTY. COUNTY will pay consultants and experts, retained by Defense Attorney and approved by COUNTY as set forth herein, directly.

23. NON-DISCRIMINATION. In the performance of the terms of this Agreement, Defense Attorney shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

24. COUNTERPARTS; DIGITAL ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and Defense Attorney which supersedes all previous written or oral agreements, and all prior communications between COUNTY and Defense Attorney relating to the subject matter of this Agreement. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature Page Follows]

COUNTY OF RIVERSIDE, a political limited subdivision of the state of California

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 0 9 2025

BREDFELDT, ODUKOYA & HAN, LLP, a California liability partnership

By: Akinola Odukoya
Akins Odukoya
Managing Partner

Dated: 10/15/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

ATTACHMENTS:

Exhibit A:	Fee Agreement
Exhibit B:	County of Riverside Workers' Compensation Division Vendor Marketing Guidelines
Exhibit C:	County of Riverside Workers' Compensation Division Litigation Management Guidelines
Exhibit D:	Board Policy B-23
Exhibit E:	HIPAA Business Associate Agreement

DEC 0 9 2025 3.27

EXHIBIT A
FEE AGREEMENT

COUNTY shall pay Defense Attorney at the following hourly rates for services rendered:

$205/hour for partner/certified specialist
$175/hour for any other attorney
$125/hour for legal secretary, paralegal, and/or hearing representative

Additional Expenses

☒ N/A
☐ Other _____

EXHIBIT B
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
VENDOR MARKETING GUIDELINES

As a member of the County of Riverside's panel for referrals, we wanted to take a moment to welcome you and to outline the marketing guidelines for our division. As a vendor you have no obligation to market your services. We have always held that a job well done is sufficient to continue to be used by our adjusters. We also understand keeping your name before adjusters does help bring you to mind when it is time to assign a case. Some vendors have sought to perform additional marketing and so these guidelines should help to avoid any problems or conflicts-of-interest that might damage our relationship.

The County of Riverside holds to the Labor Code 3820 standard that any form of compensation, inducement or remuneration for referral of business is a violation of the Fraud Law, and such matters will have to be referred to our Special Investigation Unit. The following are permitted:

1. Offers to provide training and educational programs. Hotels, travel, gifts, etc. are not.

2. Marketing items such as pens, stickies, and inexpensive items are permitted

3. Visit to the office to drop off Awards, reports or film is allowed. Brief visits to discuss cases or issues are appropriate. Disrupting the work of the office is not.

    a. Bringing individual items such as gift cards, or gifts to the adjuster, is not allowed.
    b. Occasionally dropping off pastries, cookies or fruit for the office as a whole is allowed but not expected. It should be limited and not for every visit.

4. Meals are generally not allowed unless the COUNTY employee pays for his/her own meal.

    a. Where there is a need to meet to discuss a case and the COUNTY employee is out of the office for a training, appearance before the WCAB, etc. Meals are allowed but costs should be kept reasonable.

    b. Meals should be within the regular time allowed for meals unless prior authorization is obtained or the meal is not during business hours.

5. Holidays and special events do create opportunities for gift giving, marketing, etc. Please limit such actions to the office as a whole and not individually, make prior arrangements with management, and make sure marketing is appropriate. Alcohol, trips, expensive gifts and gift cards are not allowed.

6. The rule is, if you are unsure marketing is appropriate, please discuss with management before proceeding.

EXHIBIT C
COUNTY OF RIVERSIDE WORKERS' COMPENSATION DIVISION
LITIGATION MANAGEMENT GUIDELINES

CLAIMS PHILOSOPHY

Our claims philosophy is to be as aggressive in providing timely benefits and effective medical treatment on compensable claims as we are in litigating workers' compensation cases involving fraud or abuse of the system. The County of Riverside will generally not settle claims on a nuisance value basis as a matter of policy. The County of Riverside's, hereinafter referred to as COUNTY's, policy is to defend all claims where there is no liability or where liability is questionable. Through early investigation and rigorous development of the legal defense issues Defense Attorney will identify the strengths and weaknesses of a case and allow us to develop a negotiating or trial strategy which properly reflects the case's value. It is always appropriate for Defense Attorney to provide us with settlement or trial recommendations.

I. DEFENSE ATTORNEY

A. Selection: Defense Attorney for each case shall be selected by the County Workers' Compensation Division. The selection shall be based on the nature and complexity of the case, the experience and ability of the attorney, as well as other relevant factors. Any attorney or hearing representative working COUNTY files must be pre-approved by the Workers' Compensation Division.

Being on the COUNTY's legal panel is not a guarantee of work.

B. Terms: Upon appointment in any litigation, Defense Attorney shall provide the following to the COUNTY:

1. The names of other professionals (partners, associates, law clerks, paralegals, hearing reps, etc.) who will assist in the defense of the case. These shall be approved by the County of Riverside Workers' Compensation Division. The functions to be performed by each professional shall also be identified. We request no junior attorney be assigned our files. A junior attorney or hearing representative may be utilized for research, minor discovery and court appearances with the senior attorney being fully responsible for the quality of the work product. We also request that only one senior attorney in the firm handles our files; any exceptions must be approved in writing by the Workers' Compensation Division. [See VI. Legal Billing – C. Use of Appropriate Personnel.] The County of Riverside Workers' Compensation Division retains the right to approve or disapprove any and all attorney assignments.

2. All work that can only be performed by the Defense Attorney assigned to the case shall be billed at the agreed hourly rate. Work performed by legal aid/legal secretaries/junior partners/hearing representatives, etc. shall not be billed at the Defense Attorney rate, but at a lesser rate which more reasonably reflects the level of expertise related to the worker performing the tasks. [See Exhibit A – Fee Agreement.]

3. The Defense Attorney shall not bill the County of Riverside for the cost of doing business, but shall absorb those costs internally. [See VI. Legal Billing. A. 6.]

II. CASE ANALYSIS, STRATEGY AND BUDGET

A. Development of an effective and strategically sound legal defense is the responsibility of Defense Attorney and includes, but is not limited to the following:

1. Identifying Issues: Identifying and developing all issues that relate to the defense of the claim file.

2. Subrogation: Identifying viable actions and pursuing subrogation against third parties. Filing and pursuing cross actions against co-defendants. Developing the defense of contributory or comparative negligence in subrogation cases.

3. Compensability: Raising causation issues to ascertain whether there is a proximate causation between the workers' employment with the County of Riverside and the actual injury/illness sustained.

4. Framing Issues: Framing issues to determine the legal issues involved and the strength of each legal argument to be raised before the Workers' Compensation Appeals Board (WCAB).

5. Fraud/Abuse: Aggressively identifying, documenting and reporting all evidence of fraud and/or abuse in the claim assigned to Defense Attorney. This will include effective depositions that not only document the facts of the case, but document the fraud and abuse involved and the various parties involved in the fraud and abuse in such a way as to support criminal prosecution.

6. Cost Containment: Aggressively seeking cost effective resolution of the cases assigned by seeking Dismissal before incurring costs of medical evaluations, deposition or trial. Exploring more effective cost containment strategies in defending the County of Riverside.

7. Coordinating Efforts with County Programs: Working with the County of Riverside Workers' Compensation Division in litigation management, utilization review, bill review, return to work programs, fraud documentation/prosecution, industrial disability retirement and other cost containment programs.

8. Global Settlements: Defense Attorney assigned to the claim shall work with all other Defense Attorneys and/or departments/divisions of the County of Riverside to seek global settlement of all issues where reasonable. Defense Attorney shall coordinate efforts with the Workers' Compensation Claims Adjuster on the claim to ensure the interests of the County of Riverside as a whole are protected.

9. Utilization Review: The COUNTY maintains an in-house Utilization Review Unit. Where the COUNTY's Utilization Review Unit's peer review physician

issues a non-certification relating to a medical treatment request, Defense Attorney shall coordinate efforts between the Workers' Compensation Division and the COUNTY's Utilization Review Unit to ensure that such decisions are properly presented and defended before the Workers' Compensation Appeals Board. This may include, but is not limited, to listing members of the Utilization Review Unit to testify before the WCAB. It is the COUNTY's position that the purpose of utilization review is not solely cost containment; but its function is to ensure medical treatment that is reasonably necessary to cure or relieve from the effects of the industrial injury/illness. As such these decisions are made with the welfare and well-being of COUNTY employees in mind. To ignore or undermine these decisions can place a COUNTY employee at risk of inappropriate or unnecessary medical procedures.

When a claim is being resolved by Defense Attorney, staff members shall add the following to each Stipulation:

"It is agreed that future Utilization Determinations need not be served on attorneys of record."

Once your claim is closed, additional Utilization Review Notices may be received under the employee's future medical benefit. These notices shall be filed with the file, but shall not be acted on, reviewed or billed for until instructed to do so by the claims adjuster.

10. Medical Provider Network (MPN): The County of Riverside maintains an approved Medical Provider Network. Defense Attorney shall coordinate efforts to prohibit employee from treating outside of the MPN unless authorized to do so; and to return COUNTY employees to treatment through the MPN where treatment is obtained outside of the MPN. These efforts may include but are not limited to 1) filing for Expedited Hearings before the WCAB, 2) putting employees on notice of their potential liability for bills relating to treatment outside of the MPN; and 3) withholding permanent disability benefits in an amount sufficient to cover the employee's liability for treating outside of the MPN. Further, Defense Attorneys shall ensure that settlements do not contain a hold harmless agreement for the employee in relation to these potential charges.

11. Liens: No settlement of liens should be offered without lien claimants following proper procedures regarding filing of liens and providing documentation to sustain its Burden of Proof. Where frivolous litigation is used by lien vendors, a Petition for Sanctions and Costs shall be used to protect the COUNTY from the cost of defending these liens before the WCAB.

12. Activity on Closed Files: Where Defense Attorney's file has been closed, no further legal bills are to be generated without prior approval of the claims adjuster or the Workers' Compensation Division. Where correspondence is received, the Defense Attorneys shall make a routine inquiry as to whether the County of Riverside needs the Defense Attorneys to re-open its file. Unless instructed to do so, post-closing correspondence shall be filed in the Defense Attorney's file without generating any additional legal bills.

Where post-closing correspondence is simply notification by the COUNTY's Utilization Review Unit relating to provision of future medical care; such correspondence can be filed in the Defense Attorney's closed file and further inquiry is not needed unless the correspondence suggests possible legal action before the WCAB.

B. Within thirty (30) days following receipt of a claim, Defense Attorney shall prepare and send to County Workers' Compensation Division, an Initial Claim Evaluation Plan as follows:

1. Analysis. (a comprehensive written analysis of the case). This analysis shall provide an initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of applicant's injuries and exposures in the case, and identification of the strengths and weaknesses of the case. Defense Attorney shall also provide an initial impression of compensability and identify the pertinent statutes and/or case laws that may affect the outcome of the litigation.

2. Investigation. Claims Adjusters are responsible for the investigation of the claim. From time-to-time Defense Attorneys may be called upon to assist in discovery of the claim. This may include, but is not limited to the following:

   a. Issuing subpoenas for witnesses or documents.
   b. Obtaining of credible medical opinion(s).
   c. Depositions.
   d. Sub Rosa films/investigations.
   e. Identification and subrogation against responsible third parties.

   This is how Defense Attorney shall identify any additional information or documentation that is needed to prove/disprove the applicant's claims or to establish defenses in the action. Where it is believed further investigation is necessary, please discuss this with Workers' Compensation Division prior to it being initiated.

3. Plan of Action (POA). Defense Attorney shall develop a POA to be used in defending each claim and Application, including, but not limited to:

   a. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, negotiated settlement, trial, etc.).
   b. The facts or elements that must be proved or disproved and the discovery necessary to establish these defenses or proof.
   c. The timing of the discovery, filing of motions, negotiations or other objectives.
   d. A description of how the work will be distributed among those who will be working on the case.
   e. The tactics to be used in defending the case and the advantages to be gained by use of these tactics.
   f. When appropriate, the issue of employee/vendor credibility should be identified, documented and presented.

g. Where appropriate, taking the case up on the Appeal route to ensure a proper legal opinion should be considered and pursued.

III. COMMUNICATION

A. Correspondence and pleadings. Copies of all pertinent correspondence, investigations, and actual depositions, interrogatories and pertinent pleadings shall be promptly provided by Defense Attorney to the Workers' Compensation Division and the excess and/or reinsurance carrier when the case meets the excess reporting criteria. Defense Attorney will promptly respond to all letters or phone calls and will keep County Workers' Compensation Division fully advised of the progress in each case.

B. Depositions and hearings. We require timely notification of all scheduled depositions, deposition preparations, mediations, MSC, arbitrations, trials, etc. We consider timely notification to be not less than 2 weeks in advance with 3-4 weeks advanced notice being preferable. Notice of all hearings shall be sent by Defense Attorney to the County Workers' Compensation Division and to the excess carrier when the case meets excess reporting requirements to allow them to attend the hearing. Where issues of credibility are being raised by the County of Riverside, the Defense Attorney shall staff with the Workers' Compensation Division as to the questions and issues that need to be raised, and the proper way to raise such questions to ensure effective criminal prosecution if necessary. Where issues of credibility are being raised, the Defense Attorney shall ensure that the deposition takes place in the proper location to ensure any jurisdictional issues that may arise at a later time are properly addressed. It is required that within 10 days of any COUNTY employee's deposition being taken, Defense Attorney will meet with the COUNTY employee for the purpose of preparing the employee for their depositions and for trials in which they will serve as witnesses and/or experts. There are to be no telephone preparations (See VII Trials and Reporting below).

C. Evaluations. We request evaluations as to compensability and settlement value issues as early in the case as possible. Upon request, and at such other times as deemed necessary, Defense Attorney shall provide written or oral evaluations of the litigation. These evaluations shall disclose any weaknesses or strengths that have been discovered, any changes in applicable statutes or case law, any increase or decrease in anticipated costs, and (if possible) the potential liability and settlement value of the case. These evaluations should be as straight-forward and as objective as possible to allow the COUNTY Workers' Compensation Division to meaningfully analyze the case and to determine the course of action to be taken.

D. All communications shall be done in a professional and non-discriminatory manner. Unprofessional comments, observations, statements are not allowed. This includes any belittling of the worker, applicant attorney, vendors, judges, etc. Any comments that could be construed as discriminatory, off-color, racist, sexist or exaggerations are not permitted. All communications should be written as if it might eventually be read by the person discussed in the communication.

E. Defense Attorneys shall take all steps possible to preserve and protect the privacy of any document. As such, any privacy sensitive document such as medical records, personnel documents, depositions, etc. shall only be sent by e-mail where

the e-mail is encrypted and protected from computer hackers. If this is not possible, then such documents shall only be submitted to the Workers' Compensation Division and other members involved in litigation of a claim via regular U.S. Postal services, delivery services, hand delivered or by FAX. Where encryption of e-mails is not available, the Defense Attorney shall make only general statements and information when e-mailing the Workers' Compensation Division. Any sensitive information, recommendations or observations shall be provided to the Workers' Compensation Division by a more secure form of communication such as scanned Guest Link or similar programs.

IV. UPDATES

It is the responsibility of counsel to update any item of information contained in the initial status report, including judgments and opinions of counsel, promptly when a change occurs. All updates shall also be concise. If 45 days elapse since the initial report or the last previous update and no changes have occurred, counsel shall advise the COUNTY Workers' Compensation Division of that fact in a written update. Consequently, no 45-day period shall expire without written communication from counsel to the COUNTY Workers' Compensation Division.

V. SETTLEMENT AUTHORITY

Defense Attorney shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the COUNTY Workers' Compensation Division and/or Board of Supervisors approval when necessary.

VI. LEGAL BILLINGS

A. All bills for legal services and costs per Exhibit A- Fee Agreement shall be submitted monthly. Fees and costs shall be billed at the rates previously agreed upon. All bills shall state with particularity the legal work performed, the hours expended to perform the work and the costs incurred. Attorneys submitting the bills for payment are responsible for the content of the bills and will work with the COUNTY Workers' Compensation Division to resolve problems or answer questions.

Legal fees will not be paid unless submitted in the following format:

1. Each legal activity will be dated and itemized (multiple daily descriptive explanations of activities with a single time entry is not acceptable).

2. We require all billings be itemized to indicate the following:

   a. The attorney doing the work.
   b. Hours spent for each specific task broken down in 1/10-hour increments.
   c. Hourly rate.
   d. Work being done by paralegals or law clerks should be identified.

   Please advise if research time and/or overtime is billed and how it is indicated on the billing. The Workers' Compensation Division considers file review by an attorney who is asked to fill in for the assigned Defense Attorney due to calendar

conflict/illness/vacation to be a cost of doing business expense and to be absorbed by the defense firm.

3. The amount of time to complete the task must be broken down into tenths of hours. Block time billing is not acceptable; therefore, not reimbursable.

4. The rates charged by each attorney working on the case must be summarized with the amount of hours to depict a cost per attorney.

5. Where expenses have been incurred for others, such as copy service, court reporters, experts, etc., please submit bills directly to the Workers' Compensation Division after approving them for payment. If you inadvertently paid a bill, please submit the itemized invoice you have paid along with your billing requesting reimbursement.

6. We understand the need to pay for unusual expenses incurred by you on behalf of Riverside County, however, we should not be asked to pay for ordinary overhead and cost of doing business expenses, which we believe includes:

    a. Ordinary postage.
    b. Local telephone calls and faxes.
    c. Ordinary word processing.
    d. Time to prepare and review billings.
    e. Local travel (30 miles or less, round trip.)
    f. Meals when involved in local (in-town) cases.
    g. Case preparation where a new attorney assumes the file either temporarily or permanently due to calendar conflict, illness, vacations or changes in staffing.

7. If overpayments are/have been made by the COUNTY, the attorney firm must remit a reimbursement payment to the County of Riverside, Workers' Compensation Division, within 30 days. No credit balances will be acceptable.

B. Unusual charges will be considered. COUNTY considers the following to be unusual charges:

    1. Long distance telephone calls - these should be itemized whenever possible.

    2. Express mail when deemed necessary.

    3. Long distance fax charges.

    4. Photocopy charges - must include itemization, showing the number of pages and the cost per page which must not be excessive nor above industry standards. Where the copy expense is higher than the industry norm for such copy work, the Defense Attorney shall contact the Workers' Compensation Division to discuss use of an approved copy service vendor to keep the costs down. The Workers' Compensation Division may, at their sole discretion, contract with a vendor to provide copy services, including electronic copy services, for the COUNTY.

5. Travel time - if you are required to fly to another destination, reimbursable time begins at the airport you are departing from and ends at the arriving destination airport. Other out of town travel is reimbursable from your office location to your destination utilizing the most direct or quickest route.

6. Out of town travel – you must obtain prior authorization for any out-of-town travel. We ask that you do not fly first class or business class nor stay in a hotel whose rates are expensive or above the average daily rate of $159.00, or $239.00 in high-cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). We do not reimburse alcoholic beverage consumption. Food consumption should be reasonable and not excessive. The County of Riverside's per diem for meals is: $10 for breakfast, $15 for lunch and $20 for dinner. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made. This includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rentals should be compact to mid-size vehicles and not in the luxury class.

C. Use of Appropriate Personnel

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned Defense Attorney.

D. Multiple Attorney Conferences/Attendance

We will not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, etc. without our prior approval.

Attorney office conference time must be itemized and is subject to review and may be disallowed.

E. Research

We will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

We will only pay for review and revision of prior research; we will not pay each time as if previous research was conducted de novo.

F. Copy Service

We prefer to use one copy service wherever possible so that we can participate in volume discounts. Where copying becomes excessive, please contact the Workers' Compensation Division to discuss use of outside copying services and making the effort to negotiate volume discounts. We want to utilize one court reporter whenever possible for the same reason - volume discount. Please provide

us names and telephone numbers of court reporters you use by area (i.e., Riverside, Indio, Blythe, etc.).

G. Audit

Defense Attorneys shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Defense Attorneys shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and Defense Attorneys.

The County of Riverside retains the right to have legal billings audited.

VII. TRIALS AND REPORTING

A. Within ten (10) to thirty (30) days prior to trial, Defense Attorney will meet with COUNTY employees who will be called as witnesses.

B. Within thirty (30) days of the conclusion of all trials, a brief summary trial report should be directed to the COUNTY Workers' Compensation Division outlining the trial results.

VIII. FINAL REPORTS

A. At the conclusion of the case, a short summary report should be directed to the COUNTY Workers' Compensation Division. Original closing papers and the final billing should be attached.

B. Within ninety (90) days following the termination of each litigated claim, the COUNTY Workers' Compensation Division will review the file to determine compliance with the COUNTY's guidelines and the strategy and budget developed by Defense Attorney for the case. If appropriate, a meeting will be arranged to discuss perceived problems and/or ways to improve defense of the COUNTY's claims.

IX. ELECTRONIC COMMUNICATION/DATA STORAGE/PRESENTATION

A. The County of Riverside strongly suggests all attorneys handling COUNTY files have the ability to communicate individually via electronic mail (E-Mail). Where e-mail is being used, and to ensure compliance with HIPAA Regulations, the communications shall be encrypted or documents that fall under privacy status should only be transferred personally, by regular mail and/or delivery services or by FAX. Sending medical records or privacy sensitive document via unencrypted e-mail is NOT ALLOWED by the County of Riverside.

X. MISCELLANEOUS

A. There may be additional reporting requirements required by COUNTY Workers' Compensation. You will be notified in writing of any additional requirements which we deem necessary.

EXHIBIT D

BOARD POLICY B-23

Subject:	Policy Number	Page
HEALTH INFORMATION PRIVACY AND SECURITY POLICY	**B-23**	**1 of 5**

Policy:

The County is a single legal entity comprised of multiple departments, some of which create, access, use, store, process or transmit identifiable health information about patients that is protected by state and federal laws. The County has designated certain departments and functions as a "hybrid entity" under the Health Insurance Portability and Accountability Act (HIPAA) regulations and established this policy to ensure that each component of the hybrid entity complies with the applicable Privacy and Information Security requirements of HIPAA and California privacy medical laws.

The County's hybrid departments shall safeguard the privacy, security and integrity of both electronic and non-electronic protected health information they create, access, use, store, process and/or transmit. Each department will:

- Keep individually identifiable health information private, secure and safe from accidental or malicious attempts to disclose or destroy it;
- Provide notice of the County's legal duties and privacy practices with respect to health information;
- Follow the terms of the County notice of Privacy Practices currently in effect; and
- With respect to any breach of unsecured protected health information, notify the affected individuals, the Secretary of the United States Department of Health and Human Services, the California Department of Public Health and prominent media outlets, as applicable.

A. HIPAA Compliance Council

County Departments designated as part of the hybrid shall assign a representative to the HIPAA Compliance Council (HCC) and require that representative to regularly attend and participate in HCC meetings. County Departments subject to California privacy laws shall be invited to participate in HCC and attend regularly scheduled meetings. The HCC is responsible for:

1. Formal coordination of health information privacy and security activities among hybrid Departments;
2. Reviewing and recommending to the Board of Supervisors County level policies and procedures regarding the privacy, security and integrity of protected health information;
3. Implementation and oversight of compliance with County policies and procedures related to protected health information; and
4. Reviewing and approving training methods and the content of Department specific Privacy and Health Information Security training.

B. Hybrid and Key Role Designations

The Board of Supervisors may from time to time consider the particular Departments and functions included as health care components within the "hybrid" entity and change that designation as changes in the structure or activities of Departments dictate. See Addendum. In addition, HCC will, at least annually, consider the hybrid entity's current designations and functions and recommend to the Board of Supervisors any changes it deems necessary.

The Assistant County Executive Officer of Health Systems shall designate a County HIPAA Privacy Official and a County Health Information Security Official.

Each Department included as a health care component in the hybrid entity shall appoint a Privacy Officer for that Department to fulfill for that Department the functions of a County-wide description of those responsibilities. The designated Department Privacy Officer shall serve as the Department's HCC representative.

C. Departmental Responsibility

Each hybrid entity Department shall present periodic compliance reports to HCC. Each Department in the hybrid entity shall ensure compliance with the applicable HIPAA Privacy and Security requirements and state medical privacy laws within its scope of operations.

D. Complaints and Inquiries

Any individual may direct inquiries and complaints regarding health privacy or security issues to the Privacy Officer within each hybrid entity Department or to the County HIPAA Privacy Official.

Department Privacy Officers will coordinate responses to such inquiries and complaints with the County HIPAA Privacy Official.

Under no circumstances will the County allow or enable retaliation or reprisal against Individuals who file such complaints.

E. Workforce Training

Required trainings shall occur prior to accessing PHI and in no case later than 60 days after hire and annually thereafter:

- Information Security training shall be required for all hybrid entity Department workforce members.
- Privacy training shall be required for hybrid entity Department workforce members when necessary and appropriate for the workforce member to carry out functions regulated by HIPAA.

Evidence of training records must be retained for a minimum of six (6) years.

F. Notice of Privacy Practices

In accordance with federal law, the County will provide a copy of the notice in Attachment 1 outlining this policy to each individual receiving health care and related services from the County, and to participants in certain health plans administered or operated by the County. Where applicable, the County will make a good faith effort to obtain completed acknowledgements of receipt of this notice from each client or patient, and if not obtained, document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained. This notice and acknowledgement may be amended as needed with the approval of the County Counsel and the Executive Officer, and amended copies provided thereafter upon request.

G. Uses and Disclosures - General

Generally, except as otherwise specified below, the County's hybrid departments may use and disclose health information, as allowed under state and federal law:

1. For treatment;
2. For payment;
3. For health care operations;
4. For health plan administration, except for genetic information which by law the County health plan may not use or disclose for underwriting purposes; and
5. For fundraising for its own benefit, provided that legal requirements are satisfied.

H. Uses and Disclosures Generally Requiring Authorization

The County may use and disclose the following health information with a valid authorization, unless an exception exists under state and/or federal law:

1. From mental health records and psychotherapy notes;
2. From or pertaining to some substance abuse treatment programs; and
3. For marketing.

I. Uses and Disclosures Requiring an Opportunity to Agree or Object

In certain cases, the County may use and disclose health information as follows only if it informs individuals in advance and provides them the opportunity to agree or object, as allowed under state and federal law:

1. For facility directories;
2. To individuals involved in the individual's health care or payment for health care; and
3. To assist in disaster relief efforts.

J. Uses and Disclosures NOT Requiring Authorization or an Opportunity to Agree or Object

In specific cases, the County may to use and disclose health information without the individual's authorization and without providing an opportunity to agree or object:

1. When required by law;
2. For public health activities;

3. To report victims of abuse, neglect or domestic violence;
4. For health oversight activities;
5. To the minimum extent necessary to comply with judicial and administrative proceedings when compelled by an order of a court or administrative tribunal, or in response to a subpoena, discovery request or other lawful process as allowed by law;
6. For law enforcement purposes;
7. To coroners, medical examiners and funeral directors;
8. Regarding a deceased person for organ, eye or tissue donation and transplantation;
9. For research purposes in compliance with required conditions approved by an institutional review board;
10. To avert serious threats to health and safety;
11. On armed forces and foreign military personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission;
12. To determine eligibility for or entitlement to veterans benefits;
13. To authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities;
14. To authorized federal officials to provide protection to the President, other authorized persons, or foreign heads of state, or to investigate threats against the President or other authorized persons;
15. To correctional institutions and other law enforcement custodial situations;
16. To determine eligibility for or enrollment in a government health plan program, or to coordinate and improve administration of benefits for such government plans; and
17. To the minimum extent necessary to comply with workers' compensation laws or similar programs providing benefits for work-related injuries or illnesses.

The County will not disclose individuals' health information to outside parties for any other reasons not covered by this policy without prior written authorization.

K. Rights and Responsibilities

With regard to health information, the County recognizes and commits to safeguard each individual's:

1. Right to request restrictions on certain uses and disclosures, including respecting an individual's right to restrict disclosure to a health plan health information pertaining to a health care item or service paid in full by the individual, or a person other than the health plan on behalf of the individual;
2. Right to confidential communications;
3. Right to limit communications by making prior payment arrangements;
4. Right to request to inspect and copy records;
5. Right to request amendments of their health records;
6. Right to an accounting of certain disclosures;

7. Right to obtain a paper copy of the required notice of privacy practices upon request; and
8. Right to file complaints without fear of retaliation.

L. Business Associates

The County engages and partners with a variety of vendors who perform functions on behalf of the County. The County may share or disclose protected health care information to such parties for the purposes outlined above. In such instances, the County requires those entities to agree to abide by all applicable laws and regulations, this policy, and the terms of the County's business associate agreement substantially as shown in Attachment 2 of this policy. The terms of this business associate agreement may be amended from time to time with the approval of County Counsel and the Executive Officer. This policy authorizes the County Purchasing Agent to execute on behalf of the Board of Supervisors business associate agreements conforming to Attachment 2 of this policy as necessary to bring existing underlying agreements into compliance with this policy.

M. Effective Date

This policy took initial effect on April 14, 2003.

References:

Minute Order 3.26 of 03/18/03
Minute Order 3.4 of 05/03/05
Minute Order 3.4 of 04/10/07
Minute Order 3.4 of 12/14/10
Minute Order 3.98 of 09/10/13
Minute Order 3-59 of 06/21/16
Minute Order 3-8 of 05/21/19
Minute Order 3.4 of 10/03/23

Attachments:

Attachment 1.A – Notice of Privacy Practices – English
Attachment 1.B – Notice of Privacy Practices – Spanish
Attachment 2 – Business Associate Agreement Template
Attachment 3 – Hybrid Entity Composition

Attachment 1.A – Notice of Privacy Practices – English
TO BOARD POLICY B-23

COUNTY OF RIVERSIDE
NOTICE OF PRIVACY PRACTICES

This Notice describes how medical information about you may be used and shared and how you can obtain access to this information. Please review it carefully.

Your Rights

When it comes to your health information, you have the right to:

Get an electronic or paper copy of your medical record	• You can ask to see or get copies of your medical record. Ask us how to do this. • We may charge a reasonable, cost-based fee.
Ask us to correct your medical record	• You can ask us to change health information about you if it is incorrect or incomplete. Ask us how to do this. • We may say "no" to your request, but if we say no, we'll tell you why in writing within 60 days. • You may also add a written add-on to your medical record about the statement in your record that you believe is incorrect or incomplete. Ask us how to do this.
Request confidential communications	• You have the right to receive confidential communications of protected health information as provided in 45 CFR §164.522(b), as applicable and can ask us to communicate with you in a certain way (for example: home, cell, or office phone or to send mail to a certain address).
Ask us to limit what we share	• If you have paid for an item or service in full, you can ask us not to share that information about the **item or service with a health plan**. We will say "yes" unless a law requires us to share that information.
Get a list of those with whom we've shared information	• You can ask us for a list (called an "accounting") of times we've shared your health information during the last six years before the date you ask, who we shared it with, and why. • We will provide one (1) accounting a year for free but will charge a reasonable, cost-based fee if you ask for another accounting within 12 months.
File a complaint if you feel your rights are violated	• You can file a complaint by contacting us at (951) 486-4659 or r.compliance@ruhealth.org. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by using the information on page 4. • We will not retaliate against you for filing a complaint.

How we may use or disclose information about you

We use or share information to:

Treat you and contact you	• We can use health information about you and share it with other professionals who are treating you. • Health information about you may also be used by non-County of Riverside healthcare providers who share our common electronic health record, but only to treat or contact you. • We may share your health information with public or private social service agencies to help coordinate services and improve your health. • We may use and share your health information to contact you when necessary.	***Examples:*** RUHS providers, such as nurses, doctors, therapists, etc., may view your health information. Because RUHS shares a common medical record platform with Loma Linda University Health, RUHS providers can also see information collected by your Loma Linda providers and appointments you have scheduled there. We may contact you about future appointments and with test results.
Run our organization	• We may use information to assess the care and outcomes in your case, to improve our services, and in administrative processes.	***Example***: We use health information to measure how well our staff is caring for patients.
Bill for your services	• We may use and share information to bill you or your insurance company.	***Example***: We send bills and other information to your health insurance plan so it will pay for services you received.
Health care operations and plan administration	• As administrator of certain health plans, such as Medicare, Medi-Cal, and Exclusive Care, the County may disclose limited information to plan sponsors.	***Example***: For purposes such as plan eligibility and enrollment, benefits administration, and payment of health care expenses.
Underwriting purposes	• If you are a member of Exclusive Care, we may use or share certain information for underwriting purposes.	***Example***: We use some information when we are trying to set the cost of premiums.

Help with public health and safety issues	We can share health information about you for certain situations such as: • Reporting births and deaths • Preventing or controlling disease, injury, or disability • Helping with product recalls • Reporting adverse reactions to medications or problems with products • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Comply with the law	We will share your health information as required by State or federal law.
Work with the medical examiner or funeral director	We can share your information with a coroner, medical examiner, or funeral directors, as necessary.
Do research	We can use and share your health information for health research, if a special board permits us to.
Address workers' compensation, law enforcement, and other government requests	We can use or share health information about you: • For workers' compensation claims or similar programs • For certain, limited law enforcement purposes • With government agencies responsible for health oversight • For special government functions such as national security and presidential protective services. • In response to a court or administrative order, or a subpoena. • If you are an inmate of the correctional institution or in custody of a law enforcement official, we may share with the correctional institution or other law enforcement for purposes such as protecting your safety or the safety of others.
Health Information Exchange	• We participate in a Health Information Exchange (HIE) • The HIE is an electronic system that allows participating health care providers to share patient information in compliance with federal and state privacy laws • Unless you notify us or otherwise you object, we will share your health information electronically with your participating health care providers as necessary for treatment • Patient health information that currently by law requires your signed authorized for release WILL NOT be transmitted to the HIE without your consent • You can opt out of being included in an HIE at any time by contacting your provider's office

How else may we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research efforts. We have to meet many conditions before we can share your

information for these purposes. For more information see: https://www.hhs.gov/hipaa/for-individuals/index.html

Your Choices

For certain health information, you can choose what we share. Tell us what you want us to do, and we will do our best to follow your instructions.

In these cases, you have the right to decide if we can:	• Share information with individuals involved in your health care or assisting with payment for your health care. • Share information in a disaster relief situation • Contact you for fundraising efforts • Share your name, location in the facility, and general status (for example "fair" or "critical") with those who ask for you by name. • Share your religious affiliation with clergy.
In these cases, we never share your information unless you give us written permission:	• Marketing purposes • Most sharing of mental health and substance abuse treatment records

Our Responsibilities

- We are committed and required by law to maintain the privacy and security of your protected health information.
- We will let you know of any breach that may have compromised the privacy or security of your protected health information (PHI).
- We must follow the terms of this notice and give you a copy of it to inform you of our legal duties and privacy practices with respect to PHI. Except in an emergency treatment situation, we will make a good faith effort to obtain a written acknowledgment of receipt of this Notice of Privacy Practices.
- If you tell us we can use or share your information, you may change your mind at any time and revoke your permission. Let us know in writing if you change your mind. We can't change actions taken based on your prior permission or if permission was obtained as a condition of obtaining insurance coverage.
- For additional information about this Notice, contact the County's Privacy Officer using the contact information below.

Changes to the Terms of this Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our offices, and on our web site.

The effective date of this Notice is December 2021.

Privacy Complaint Contacts

Riverside County Privacy Office
Compliance and Privacy Officer
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-4659

U.S. Department of Health & Human Services
Region IX Office of Civil Rights
90 7th Street, Suite 4-100 San Francisco, CA 94103
TEL: (800) 368-1019 • TDD: (800) 537-7697 •
FAX: (202) 619-3818

Attachment 3 – Hybrid Entity Composition
TO BOARD POLICY B-23

The County of Riverside Hybrid Entity hereby designates its health care components. Consistent with 45 C.F.R. § 164.105(a)(2)(iii)(D), the health care components must include all Departments that would meet the definition of a covered entity or business associate if they were a separate legal entity,[1] and may include Departments only to the extent that they perform covered functions. The health care components, to the extent they perform covered functions, are:

- Riverside University Health System (RUHS)
  - RUHS Medical Center
  - Department of Behavioral Health
  - Community Health Centers
  - Detention Health
  - Department of Public Health
- Riverside County Emergency Management Department
- Riverside County Fire Department
- Riverside County Information Technology (RCIT)
- Child Support Services
- County Counsel
- Department of Public Social Services
- Executive Office
- First 5 Riverside
- Housing and Workforce Solutions
- Human Resources
- Office on Aging
- Probation Department
- Sheriff's Department
- Veterans' Services

[1] The terms "covered entity" and "business associate" are defined at 45 C.F.R. § 160.103.

EXHIBIT E
HIPAA BUSINESS ASSOCIATE AGREEMENT
ADDENDUM TO CONTRACT

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Legal Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and **Bredfeldt, Odukoya & Han, LLP** ("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 other provisions in this Addendum or the Underlying Agreement, 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.

D. Contractor agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

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 email and to the address 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. Contractor shall ensure all email notifications that contain PHI are encrypted before transmitting to County. 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 Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459