

CONTRACT NO. MA-042-11011483

ATTACHMENT B

COMPENSATION AND INVOICING

I. COMPENSATION

This is a fixed price Contract not to exceed \$175,000 for the term of the Contract between the County and Contractor.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the SOW, set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS

A. Terms

Invoices are to be submitted in arrears to the address listed below. Payment shall be payable within thirty (30) days after the Auditor-Controller's receipt of an approved invoice for services and/or goods submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager or designee and is subject to routine processing requirements of the County.

Billing shall cover only those services and/or goods not previously invoiced. The Contractor shall immediately reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payment made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:
County of Orange
HCA/ Accounts Payable
PO Box 689
Santa Ana, CA 92702
2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Contract Number
 - b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number
 - c. Description of Services
 - d. Date(s) of Performance of Services
 - e. Total Amount of Payment Requested
 - f. Remittance Address

The responsibility for providing acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned.

CONTRACT NO. MA-042-11011483**ATTACHMENT C****PANEL COMPOSITION AND TEST FEE SCHEDULE**

The prices include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports and all other fees to provide the services specified herein.

Services shall be requested on an as-needed basis and usage and is not guaranteed. Service locations, drugs, and test panels may be added or deleted at any given time during the term of the Contract. Miscellaneous drugs and test panels may be requested on an as needed basis in an amount not exceed \$66 each.

The detection of each method shall be the lowest drug concentration that the laboratory can reliably detect in urine.

The cost for the Rapid Drug Screen Panel (includes 5 drugs) =
(Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, THC, and Opiates): **\$ 5.40-7.13**

The cost for each drug test if ordered individually:

DRUG OR DRUG CLASS	INITIAL TEST			ALTERNATIVE TEST		
	TEST USED	DETECTION LIMIT micrograms/ milliliter	COST	TEST USED	DETECTION LIMIT micrograms/ milliliter	COST
Amphetamines Amphetamine Methamphetamine	Immunoassay	1.0	\$1.08 \$1.43	GC/MS	0.5	\$0
Barbiturates Pentobarbital Secobarbital Phenobarbital	Immunoassay	0.3 0.3 0.5	\$3.00 \$3.96	GC/MS	0.3 0.3 0.5	\$0
Opiates Codeine Morphine	Immunoassay	0.3	\$1.08 \$1.43	GC/MS	0.2	\$0
Cocaine Benzoylecgonine	Immunoassay	0.3	\$1.08 \$1.43	GC/MS	0.15	\$0
Benzodiazepines Diazepam (Valium) Nordiazepam (metabolite of diazepam, Librium, and chlorazepate) Oxazepam (Serax) (metabolite of diazepam) Temazepam (Restoril) 7-amino clonazepam (metabolite of chlonazepam) Alprazolam (Xanax) Alpha Hydroxy	Immunoassay	0.3	\$1.08 \$1.43	LCMS/MS	0.05	\$0

B. Redline Version to Attachment A

DRUG OR DRUG CLASS	INITIAL TEST			ALTERNATIVE TEST		
	TEST USED	DETECTION LIMIT micrograms/ milliliter	COST	TEST USED	DETECTION LIMIT micrograms/ milliliter	COST
Alprazolam (metabolite of alprazolam) Desalkylflurazepam (metabolite of flurazepam) Midazolam (Versed) 7-amino Flunitrazepam Lorazepam (Ativan) Triazolam (Halcion) Alpha Hydroxy Triazolam (metabolite of triazolam)						
Propoxyphene Norpropoxyphene	Immunoassay	0.3	\$3.00 \$3.96	TLC	1.0	\$0
THC (Marijuana)	Immunoassay	0.05	\$1.08 \$1.43	GC/MS	0.025	\$0
SPECIAL TESTS BY REQUEST ONLY						
Alcohol	Immunoassay	20mg/dL	\$3.00 \$3.96	GC	20mg/dL	\$0
Opiates Meperidine Hydrocodone Oxycodone	Immunoassay	0.5 0.3 1.0	\$2.50 3.30 \$2.50 3.30 \$4.00 5.28	TLC GC/MS GC/MS	1.0 mcg/mL 0.2 mcg/mL 0.5 mcg/mL	\$0
MDMA	Immunoassay	0.5	\$2.50 3.30	GC/MS	0.5 mcg/mL	\$0

Drug Detection Level		
Drug	Screening Cut Off (ng/mL)	Confirmatory Cut Off (ng/mL)
Opiates	300	200
Phencyclidine	Not performed	Not performed
THC (Marijuana)	50	25
Cocaine	300	150
Amphetamines	1000	500
Benzodiazepines	1000	200
Propoxyphene	300	1000
Barbiturates	Varies	varies

PRICING SCHEDULE (Includes confirmation testing on diluted results and specially requested testing)			
Drug Confirmation (requested on diluted samples)	Lab Code	CPT Codes	Price
Amphetamines/methamphetamines	AMPCON	80102	\$14.65 \$19.34
Barbiturates	BARCON	80102	\$14.65 \$19.34
Opiates (codeine and morphine)	OPSCON	82491	\$19.97 \$26.36
Cocaine	COKCON	80102	\$14.65 \$19.34
Benzodiazepines	BENZMS	80102	\$50.00 \$66.00
Propoxyphene	DARCON	80102	\$14.65 \$19.34
THC (marijuana)	THCCON	80102	\$14.65 \$19.34

No fee will be charged to County for:

1. occasional appearance/testimony; or
2. confirmation tests on positive specimens; or
3. re-tests requested by County.

Any additional fees not listed: STAT courier = \$20 26.40/trip

ATTACHMENT D

HIPAA – BUSINESS ASSOCIATES CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. ~~The parties agree that the terms used, but not otherwise defined below, shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it may exist now or be hereafter amended.~~
2. ~~It is agreed by both parties that Contractor is a Business Associate of County for the purposes of this Contract.~~
3. ~~It is understood by both parties that the HIPAA Security and Privacy Rules apply to the Contractor in the same manner as they apply to the covered entity (County). Contractor shall therefore at all times be in compliance with the applicable provisions of both the Privacy and the Security Rules as are described in Sections B.4 and B.5. below, and is responsible for complying with the issued regulations for said rules, as they currently exist or are hereafter amended, for purposes of safeguarding any Protected Health Information (PHI) used or generated by Contractor consistent with the terms of this Contract.~~
4. ~~It is understood by both parties that the Privacy Rule does not pre-empt any state statutes, rules or regulations that impose more stringent requirements with respect to confidentiality of PHI.~~
5. ~~County wishes to disclose certain information to Contractor pursuant to the terms of this Contract, some of which may constitute PHI as defined in Section B.6. below.~~
6. ~~County and Contractor intend to protect the privacy and provide for the security of PHI disclosed to the Contractor pursuant to this Contract, in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services as they may now exist or be hereafter amended.~~

B. DEFINITIONS

1. ~~“Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.~~
 - ~~a. For purposes of this definition, compromises the security or privacy of the PHI means, poses a significant risk of financial, reputational, or other harm to the Individual.~~
 - ~~b. A use or disclosure of PHI that does not include the identifiers listed at §164.514 (c) (2), date of birth, and zip code does not compromise the security or privacy of PHI.~~
 - ~~c. Breach excludes:~~
 - ~~1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or a 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 the Privacy Rule.~~
 - ~~2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or Business Associate to another person authorized to access PHI at the same covered entity or Business Associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.~~
 - ~~3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.~~
2. ~~“Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.~~
3. ~~“Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).~~
4. ~~“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.~~
5. ~~“Security Rule” shall mean the Security Standards for the Protection of Electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.”~~
6. ~~“Protected Health Information” or “PHI” shall have the meaning given to such term under the Privacy~~

Rule, including, but not limited to, 45 CFR Section 160.103, as applied to the information created or received by Business Associate from or on behalf of Covered Entity.

7. ~~“Required by Law” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.103.~~
8. ~~“Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.~~
9. ~~“Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.~~

~~C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:~~

1. ~~Contractor agrees not to use or disclose PHI other than as permitted or required by this Contract or as required by law.~~
2. ~~Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract.~~
3. ~~Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.~~
4. ~~Contractor agrees to report to County within five (5) business days any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware.~~
5. ~~Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information.~~
6. ~~Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR Section 164.524.~~
7. ~~Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.~~
8. ~~Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County, available to County and the Secretary, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County’s compliance with the Privacy Rule.~~
9. ~~Contractor agrees to document any disclosures of PHI and to make information related to such disclosures available as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.~~
10. ~~Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with this Contract, in order to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.~~
11. ~~Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Section B.1.c. above.~~

~~D. SECURITY RULE~~

1. ~~Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of PHI.~~
2. ~~Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI, agrees to implement reasonable and appropriate safeguards to protect the PHI.~~
3. ~~Security Incidents. Contractor shall report any “security incident” of which it becomes aware to County. For purposes of this Contract, a security incident means the attempted or successful~~

~~unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.~~

~~E. BREACH DISCOVERY AND NOTIFICATION~~

- ~~1. Following the discovery of a Breach of Unsecured Protected Health Information, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official, pursuant to 45 CFR 164.412.~~
- ~~2. A Breach shall be treated as discovered by Contractor as of the first day on which the Breach is known to the Contractor, or by exercising reasonable diligence, would have been known to Contractor.~~
- ~~3. Contractor shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of the Contractor, as determined by federal common law of agency.~~
- ~~4. Contractor shall provide the notification of the Breach without unreasonable delay, and in no case later than five (5) business days after a Breach.~~
- ~~5. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification. Thereafter, Contractor shall provide written notification containing the contents stated below, within five (5) business days. Contractor shall be required to provide any other information relevant to the Breach in writing, as soon as discovered, or as soon as the information is available.~~
- ~~6. Contractor's notification shall include, to the extent possible:

 - ~~a. The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;~~
 - ~~b. Any other information that County is required to include in the notification to Individual it must provide pursuant to 45 CFR §164.404 (c), at the time Contractor is required to notify County, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

 - ~~1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;~~
 - ~~2) A description of the types of Unsecured Protected Health Information that were 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);~~
 - ~~3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;~~
 - ~~4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and~~
 - ~~5) 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.~~~~~~
- ~~7. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404 if it is reasonable to do so under the circumstances, at the sole discretion of the County.~~
- ~~8. In the event that Contractor is responsible for, or suffers a Breach of Unsecured Protected Health Information, in violation of the Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County as required by the Breach Notification regulations, or in the alternative, that the use or disclosure did not constitute a Breach as defined in 45 CFR § 164.402.~~
- ~~9. Contractor shall maintain documentation of all required notifications required pursuant to this Contract in the event of an impermissible use or disclosure of Unsecured Protected Health Information, or its risk assessment of the application of an exception to demonstrate that the notification was not required.~~
- ~~10. Contractor shall provide to County all specific and pertinent information about the Breach to permit County to meet its notification obligations under the HITECH Act, as soon as practicable, but in no event later than fifteen (15) calendar days after reporting the initial Breach to the County.~~
- ~~11. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of fifteen (15) calendar days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information,~~

~~or follow-up information after report to County, when such request is made by County.~~

- ~~12. Contractor shall bear all expense or other costs associated with the Breach, and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.~~

~~F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

- ~~1. Except as otherwise limited in this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by County or the minimum necessary policies and procedures of County.~~
- ~~2. Contractor is permitted to use PHI as necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).~~
- ~~3. Contractor is permitted to disclose PHI received from County for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor, provided:
 - ~~a. The disclosure is required by law; or~~
 - ~~b. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent unauthorized use or disclosure of the PHI, and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the Information has been Breached. (ref. 45 C.F.R. 164.504(e)(4)(iii)).~~~~
- ~~4. Contractor is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of County.~~

~~G. OBLIGATIONS OF COUNTY~~

- ~~1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.~~
- ~~2. County shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.~~
- ~~3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.~~
- ~~4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.~~

~~H. BUSINESS ASSOCIATE TERMINATION~~

- ~~1. Notwithstanding the Termination provisions set forth in this Contract, the Contract shall only terminate when all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the Termination provisions of this Section.~~
- ~~2. In addition to the rights and remedies provided in the Termination paragraph of this Contract, upon County's knowledge of a material breach by Contractor of the requirements of this paragraph, County shall either:
 - ~~a. Provide an opportunity for Contractor to cure the material breach or end the violation and terminate this Contract if Contractor does not cure the material breach or end the violation within thirty (30) business days; or~~
 - ~~b. Immediately terminate this Contract if Contractor has breached a material term of this Contract and cure is not possible; or~~
 - ~~c. If neither termination nor cure is feasible, County shall report the violation to the Secretary of the Department of Health and Human Services.~~~~
- ~~3. Upon termination of this Contract, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County as provided in the Termination paragraph of this Contract, and in conformity with the Privacy Rule.
 - ~~a. This provision shall apply to PHI that is in the possession of subcontractors or agents of~~~~

~~Contractor.~~

- ~~b. Contractor shall retain no copies of the PHI.~~
- ~~c. In the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.~~

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-042-13011452 that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-042-13011452, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-042-13011452.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-13011452 in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-13011452.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, 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 the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, 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 under the HIPAA Privacy Rule.

iii. A disclosure of PHI where Contractor or County 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. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA 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 factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45

CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-042-13011452, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other

than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.

7. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

9. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract MA-042-13011452, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164

that apply to County in the performance of such obligation.

13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be 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.

b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at

<p>Thea Bullock, County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-3154 tbullock@ochca.com privacyofficer@ocgov.com</p>	<p>Or Linda Le, Deputy County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-4082 lile@ochca.com HIPAA@ochca.com</p>
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a. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. Contractor's notification shall include, to the extent possible:

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. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of Unsecured PHI that were 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);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(5) 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.

4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract MA-042-13011452, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, the permission by an

Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

3. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract MA-042-13011452, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract MA-042-13011452 is feasible.

2. Upon termination of the Contract MA-042-13011452, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-042-13011452.

CONTRACT NO. MA-042-11011483-13011452**ATTACHMENT E
COUNTY DRUG TESTING LOCATIONS**

Drug testing locations may be added or deleted at any given time throughout the term of the Contract.

I.	Location	Code	Phone	Fax	Contact Name
County Locations					
	Aliso Viejo ADAS 5 Mareblu Aliso Viejo, CA 92656	HDA	949-643-6933	949-362-5834	Diane Holley
	Aliso Viejo Perinatal Drug Testing 5 Mareblu Aliso Viejo, CA 92656	HDB	949-643-6933	949-362-5834	Diane Holley
	Aliso Viejo Drug Court 5 Mareblu Aliso Viejo, CA 92656	HDC	949-643-6933	949-362-5834	Raquel Tellez
	Santa Ana ADAS 1200 N. Main St, 3 rd floor Santa Ana, CA 92701	HDG	714-480-6735	714-568-4933	Diane Holley
	Santa Ana Perinatal Drug Testing 1200 N. Main St, 3 rd floor Santa Ana, CA 92701	HDH	714-480-6735	714-568-4933	Diane Holley
	West DUI Court 1200 N. Main St, 1 st floor, Room 100B Santa Ana, CA 92701 (Enter from outside on corner of Washington and Main)	HDI HDV HDW	714-480-6650 (Domestic Violence) (DUI Drug Court)	714-571-5659	Raquel Tellez
	Costa Mesa Drug Court 3115 Redhill Ave. Costa Mesa, CA 92626	HDL HDK	714-850-8431 (ADAS)	714-850-8492	Raquel Tellez
	Anaheim ADAS 2035 E. Ball Rd, 100A Anaheim, CA 92806	HDD	714-517-6140	714-517-6169	Diane Holley
	Anaheim North Drug Court & DUI 2035 E. Ball Rd, 100A Anaheim, CA 92806	HDU HD2	714-480-6650 (North DUI)	714-480-6799	Raquel Tellez
	Anaheim Perinatal Drug Testing 2035 E. Ball Rd, 100A Anaheim, CA 92806	HDX	714-517-6175	714-517-6169	Diane Holley
	Westminster Perinatal Drug Testing 14140 Beach Blvd., #120 Westminster, CA 92863 (enter at North end of building, closest to 15 th St)	HDN	714-934-4600	714-934-4649	Diane Holley

Location	Code	Phone	Fax	Contact Name
County Locations				
Westminster ADAS & Drug Court 14140 Beach Blvd., 2 nd floor Westminster, CA 92863	HDR HDS HD1	714-896-7518 (Drug Court) (Domestic Violence)	714-896-7332	Raquel Tellez
County Justice Contract Providers				
Casa Elena Recovery Home 832 S. Anaheim Blvd Anaheim, CA 92805	JCA	714-772-5580	714-772-1685	Sandy Corder
Unidos Recovery House 9842 W. 13 th St., Suite B Garden Grove, CA 92844	JCB	714-531-4624	714-531-1189	Sandy Corder
Woodglen Recovery and Detox 771 W. Orangethorpe Fullerton, CA 92632	JCC	714-879-2741	714-578-2960	Sandy Corder
Hope House 707 N. Anaheim Blvd. Anaheim, CA 92805	JCF	714-776-7490	714-776-8650	Sandy Corder
Heritage House North 321 N. State College Anaheim, CA 92806	JCK	714-687-0077	714-687-0691	Sandy Corder
Heritage House 2212 Placentia Ave. Costa Mesa, CA 92627	JCL	949-646-2271	714-646-1211	Sandy Corder
Gerry House 1225 W. 6 th Street Santa Ana, CA 92703	JCN JCM	714-972-1402 (West)	714-972-1519	Sandy Corder
Start House 808 LaVergne Way Santa Ana, CA 92703	JCO	714-554-1237	714-554-8273	Sandy Corder
Villa Center 910 N. French St Santa Ana, CA 92701	JCP	714-541-2732	714-541-2771	Sandy Corder
La Familia 1905 N. College Ave Santa Ana, CA 92706	JCU	714-479-0120	714-479-0153	Sandy Corder
Mariposa Women's Center 812 Town & Country Rd Orange, CA 92868	JCW	714-547-6494	714-547-9990	Sandy Corder
Roque Center 9843 W. 13 th St Garden Grove, CA 92844	ROQ	714-839-0607	714-839-5396	Sandy Corder

B. Redline Version to Attachment A

Location	Code	Phone	Fax	Contact Name
Touchstone 900 Each Chapman Avenue Orange, CA 92866	TST	714-639-5542	714-639-5037	Sandy Corder
Phoenix House 1207 E. Fruit St Santa Ana, CA 92701	PHX	714-953-9373	714-953-7573	Sandy Corder

CONTRACT NO. MA-042-11011483 13011452

ATTACHMENT F

RESOURCES TO BE PROVIDED BY THE COUNTY

The County will provide the following to the Contractor:
Contact personnel names of each clinic location.

The County reserves the right to accept or reject any or all additional requests by the Contractor for County-supplied items and resources not specifically set forth in this Contract.