

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on __, 2023 (the “Effective Date”) by and between the County of Kings, a political subdivision of the State of California (“County”) and **Dellavalle Laboratory, Inc.**, a **California corporation** (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires water analysis services for Tulare Lake; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Notwithstanding any other provision of this Agreement, the maximum amount due to contractor under this Agreement shall not exceed \$268,697. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on the Effective Date and terminates on June 30, 2026, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

This Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall

maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third parties.

B. All Other Services. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third party asserting that an employer-employee relationship exists because of this Agreement.

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to

and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 et seq.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (“HIPAA”) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as Exhibit D.

12. CONFIDENTIALITY

Contractor shall not use County’s confidential information (“Confidential Information”) for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third- party’s request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all

applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Contractor shall include the following provisions from this Agreement in any and all agreements between Contractor and any subcontractors: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; d) Section 11, Compliance with Law; e) Section 12, Confidentiality; f) Section 13, Conflict of Interest; and g) Section 14, Nondiscrimination.

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt

acknowledgment, or by prepaid first-class mail addressed as follows:

County	Contractor
County of Kings Public Health Director 330 Campus Drive Hanford, CA 93230	Dellavalle Laboratory, Inc. Lisa Rubin, Project Manager 1910 W. McKinley Av., Ste 110 Fresno, CA 93728

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

25. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

26. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

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SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

DELLAVALLE LABORATORY, INC

By: Ben Nydam
18D9EBA1882EA8D1287127043ABEA2E0 readysign

Name: Ben Nydam

Title: President

By: Danyal Kasapligil
C89F001DC6769E3516EB692D84E6CC7B readysign

Name: Danyal Kasapligil

Title: Vice-President

COUNTY OF KINGS

By: _____
Richard Valle, Chair
Kings County Board of Supervisors

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By: Sarah Poots
813BB3CAD3655817F55583489257E37C readysign
Sarah Poots, Risk Manager

APPROVED AS TO FORM

By: Diane Freeman
52DA2F874E65B3089E0E9F2495BF31F1 readysign
Diane Freeman, County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Fees
- Exhibit C:** Sampling Locations
- Exhibit D:** Business Associate Agreement

SUMMARY OF SERVICES

CONTRACTOR: Dellavalle Laboratory, Inc.
ADDRESS: 1910 W. McKinley Avenue, Suite 110, Fresno, CA 93728
SERVICES: Tulare Lake Water Analysis Services
TELEPHONE: (408) 667-7661
CONTACTS: Lisa Rubin, Project Manager
EMAIL: l.rubin@dellavallelab.com

OVERVIEW

On April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from severe winter storms, straight-line winds, flooding, landslides, and mudslides that beginning on February 21, 2023, and continuing. As of April 14, 2023, Kings County has been added to the Major Disaster Declaration in the category for Public Assistance funding from the Federal Emergency Management Agency (FEMA).

On May 31, 2023, the Kings County Public Health Officer proclaimed and declared a local health emergency due to the presence of floodwater contamination, and the imminent and proximate threat of infectious or communicable diseases and/or non-communicable biological agents due to standing or stagnant water, mold, exposure to agricultural components, and other potential threats to public health.

The County of Kings, on behalf of the Emergency Operations Center and subsequently Kings County Department of Public Health (KCDPH), will be provided water analysis services by Dellavalle Laboratory, Inc. (CONTRACTOR) that include volatile organics analysis, general mineral analysis, and metals analysis of the reemerged Tulare Lake's contaminated floodwater.

I. SERVICE GOAL

Accurate and standard methodical water sample collection, transportation, analysis, and reporting shall be accomplished by CONTRACTOR's services.

II. LOCATION AND HOURS OF OPERATION

Services shall be provided at the locations and during the schedule listed below, except holidays that are observed by the KCDPH. KCDPH may approve other holidays or closures as requested in advance by CONTRACTOR.

- A. Sample collections shall take place in Kings County
 1. Collection and analysis shall take place at minimum monthly unless otherwise

requested by KCDPH

2. Collection sites may change based on change in due to fluctuation in water basin, or at the request of KCDPH
- B. Sample collections will take place at locations identified in Exhibit C which includes:
1. Kings River
 - a) Kingston Laton Area. Approximately 1 mile west of the park 93230
 - b) Crescent Weir 93245
 - c) Lemoore Marina 93245
 2. Tulare Lake Shore
 - a) 19th Ave & Manteca 93266
 - b) 19th Ave & Nevada. End of road of newly formed lake 93266
 - c) 6th Ave by the Tule River 93212
- C. CONTRACTOR will provide a collection and testing schedule that is approved by KCDPH.

III. STAFFING REQUIREMENTS

For the purposes of this contract, CONTRACTOR is to provide staffing requirements necessary for all proposed services.

- A. All services are to begin within 14 days of a County of Kings Board of Supervisors' approval
- B. All services are to be provided by CONTRACTOR or subcontractor
 1. CONTRACTOR shall clearly identify all services provided by subcontractor

IV. PROGRAM SERVICES

CONTRACTOR shall provide services and interventions listed below that shall include:

*KCDPH has the ability to itemize services based on need.

- A. Sample Collection, Transportation, Hold Time, and Quality Control Limits shall include:
 1. Sample collection and transportation services provided by vendor or their subcontractor
 2. Samples collected at locations identified in Exhibit C
 3. Sample collection in alignment with "Standard Methods" and approved by KCDPH
 4. Sample hold time in alignment with "Standard Methods" and approved by KCDPH
 5. Quality control limits in alignment with "Standard Methods" and approved by KCDPH
- B. Sample Analysis shall include:
 1. Volatile & Semi-volatile Organics Analysis

- a) Volatile Organics (Standard List) by GC-MS (EPA 8260B)
- b) Organochlorine Pesticides by GC-ECD (EPA 8081A)

2. General Mineral Analysis

- a) Aggressive Index (Reqs PH/Alk/)
- b) Alkalinity (CaCO₃, HCO₃/CO₃/OH) by Titration (SM 2320B)
- c) Calcium (Total) by ICP (EPA 200.7)
- d) Chloride by Ion Chromatography (EPA 300.0)
- e) Copper (Total) by ICP (EPA 200.7)
- f) Electrical Conductivity (EC) (SM 2510B)
- g) Iron (Total) by ICP (EPA 200.7)
- h) Langelier Index (LI, pH/Alkalinity/TDS/Ca) by Calc (SM 2330B)
- i) Magnesium (Total) by ICP (EPA 200.7)
- j) Manganese (Total) by ICP (EPA 200.7) pH (SM 4500-H+ B)
- k) Potassium (Total) by ICP (EPA 200.7)
- l) Silver (Total) by ICP (EPA 200.7)
- m) Sodium (Total) by ICP (EPA 200.7)
- n) Solids, Total Dissolved (TDS) (SM 2540C)
- o) Sulfate by Ion Chromatography (EPA 300.0)
- p) Surfactants (MBAS) (SM 5540C)
- q) Zinc (Total) by ICP (EPA 200.7)

3. Metals Analysis (includes aluminum)

- a) Aluminum
- b) Antimony (Total) by ICP-MS (EPA 200.8)
- c) Arsenic (Total) by ICP-MS (EPA 200.8)
- d) Barium (Total) by ICP-MS (EPA 200.8)
- e) Beryllium (Total) by ICP-MS (EPA 200.8)
- f) Cadmium (Total) by ICP-MS (EPA 200.8)
- g) Chromium (Total) by ICP-MS (EPA 200.8)
- h) Cobalt (Total) by ICP-MS (EPA 200.8)
- i) Copper (Total) by ICP-MS (EPA 200.8)
- j) Lead (Total) by ICP-MS (EPA 200.8)
- k) Mercury, wastewater by CVAA (EPA 245.2)
- l) Molybdenum (Total) by ICP-MS (EPA 200.8)

- m) Nickel (Total) by ICP-MS (EPA 200.8)
 - n) Selenium (Total) by ICP-MS (EPA 200.8)
 - o) Silver (Total) by ICP-MS (EPA 200.8)
 - p) Thallium (Total) by ICP-MS (EPA 200.8)
 - q) Vanadium (Total) by ICP-MS (EPA 200.8)
 - r) Zinc (Total) by ICP-MS (EPA 200.8)
- 4. Recreational Water Microbiological Analysis
 - a) In alignment with Title 17. California Code of Regulations section 7958, Bacteriological Standards
 - 5. Dissolved Oxygen
 - 6. Additional testing services requested by KCDPH
- C. Analysis reporting shall include but not limited to:
- 1. Analysis, methodology, collection devices and location
 - 2. Results and quality control data including spikes and blanks
 - 3. Results shall be provided within 14 days of sample collection

V. REPORTING REQUIREMENTS

A. HIPAA Business Associate

These services have been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

- 1. CONTRACTOR shall meet all requirement of **Exhibit D** “HIPPA Business Associate Exhibit” and “Business Associate Data Security Standards.

B. Meeting with KCDPH

- 1. CONTRACTOR will be responsible for meeting with KCDPH monthly, or more often as requested by KCDPH for contract and performance monitoring.

C. Monthly reporting

- 1. CONTRACTOR will be required to submit a monthly report to KCDPH that will include, but not be limited to:
 - a) Actual expenses with backup documentation organized in a method approved by KCDPH. Invoices shall include all supporting documentation requested and be identified by line item. Supporting documentation shall include but is not limited to receipts and invoices received.
 - b) Monthly Activity Report including outcomes, analysis reporting, and other relevant data as requested by KCDPH.

2. Other program information requested by KCDPH
- D. CONTRACTOR Capabilities
1. CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.
 2. CONTRACTOR will be required to have the fiscal capability to provide and manage the proposed services, and to ensure an adequate audit trail.

VI. PERFORMANCE MEASURES

For each contract period, CONTRACTOR shall meet the following performance measurements and levels. Performance measures are subject to change to better service needs and can be modified in writing from KCDPH.

A. Outcome 1: Standard Methodical Sample Collection

1. Progress will be measured by standard methodical collection and transportation of samples at sites requested by KCDPH.
2. Outcome will be measured by a successful collection as the numerator and the number of collections as the denominator
3. 20% reduction of outcome goal measurement will be applied, if a sample does not meet the above standards

B. Outcome 2: Standard Methodical Sample Analysis

1. Progress will be measured by standard methodical analysis of samples
2. Outcome will be measured by a successful collection as the numerator and the number of collections as the denominator
3. 20% reduction of outcome goal will result if a sample does not meet the above standards

C. Outcome 3: Standard Methodical Sample Reporting

1. Progress will be measured by standard methodical reporting of samples
2. Results shall be provided within 14 days of sample collection
3. Outcome will be measured by a successful analysis as the numerator and the number of collections as the denominator
4. 20% reduction of outcome goal will result if a sample does not meet the above standards

BUDGET

ORGANIZATION: Dellavalle Laboratory, Inc.
SERVICES: Tulare Lake Water Analysis Services
CONTRACT TERM: 12 Month Budget
TERM AMOUNT: \$ 97,708.00

BUDGET CATEGORY	TOTAL
SALARIES	\$10,740.00
Positions	
Project Manager (\$895 per month) Includes reporting, meetings, and contract performance monitoring.	
Sample Collection	\$11,580.00
Includes sample collection at six predetermined sites, once per month, for 12 months.	
Sample Courier Service	\$1,092.00
Includes (Travel Costs) – Mileage between sites and to the laboratories, once per month, for 12 months.	
Sample Analysis	\$12,600.00
Includes general minerals analyses and dissolved oxygen analysis per month, for 12 months.	
Subcontracts	\$51,336.00
Includes organics analyses, metals analysis, recreational water analysis, per month, for 12 months.	
Other	\$10,360.00
Includes disposable bailers @ \$5.00 and \$10,000 for additional testing services requested by KCDPH.	
Indirect Cost	\$ 0.00
TERM TOTAL	\$97,708.00



Itemized Costs for 12-month Tulare Lake Basin Project

Sample Collection

Description	Per Day (\$)	Quantity	Subtotal (\$)
Water Technician - 12 days (6 sites)	\$965.00	12	\$11,580.00
Subtotal			\$11,580.00

Sample Courier Service

Description	Per Day (\$)	Quantity	Subtotal (\$)
Courier Services	\$91.00	12	\$1,092.00
Subtotal			\$1,092.00

Project Management Costs

Description - Reporting, meetings, and contract performance monitoring	Per Month (\$)	Quantity	Subtotal (\$)
Lisa Rubin, CCA	\$895.00	12	\$10,740.00
Subtotal			\$10,740.00

Other Costs

Description	Amount	Quantity	Subtotal (\$)
Bailers	\$5.00	72	\$360.00
Additional requested services	\$10,000.00	1	\$10,000.00
Subtotal			\$10,360.00

Analysis

Description - Surface Water	Method	Amount (\$)	Quantity	Subtotal (\$)
Routine: 6 Sites, once per month for 12 months				
Volatile Organics (standard list)	EPA 8260B	\$104.00	72	\$7,488.00
Organochloride Pesticides	EPA 8081A	\$84.00	72	\$6,048.00
Total Coli & Fecal coli	EPA 9223B	\$50.00	72	\$3,600.00
enterococcus bacteria	Enterolert	\$45.00	72	\$3,240.00
Surfactants (MBAS)	SM 5540C	\$55.00	72	\$3,960.00
General Minerals - Alkalinity series, EC, SO4, Cl, pH, TDS, Hardness, NO3-N, LI, Total P, K, Ca, Mg, Mn, Na, Fe, Cu, Zn	SM 2320B, SM 2510B, EPA 300.0, SM 4500, SM 2540C, EPA 200.7	\$175.00	72	\$12,600.00
CAM 17 Metals (Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mo, Ni, Ag, Tl, Se, V, Zn)	EPA 200.8	\$290.00	72	\$20,880.00
Mercury	EPA 245.2	\$45.00	72	\$3,240.00
Dissolved Oxygen		\$40.00	72	\$2,880.00
Subtotal		\$848.00	72	\$63,936.00
TOTAL				\$97,708.00



Itemized Costs for Tulare Lake Basin Project

*services include but are not limited to:

Sample Collection

Description	Per Day (\$)
Water Technician - 12 days (6 sites)	\$965.00
Subtotal	

Sample Courier Service

Description	Per Day (\$)
Courier Services	\$91.00
Subtotal	

Project Management Costs

Description - Reporting, meetings, and contract performance monitoring	Per Month (\$)
Lisa Rubin, CCA	\$895.00
Subtotal	

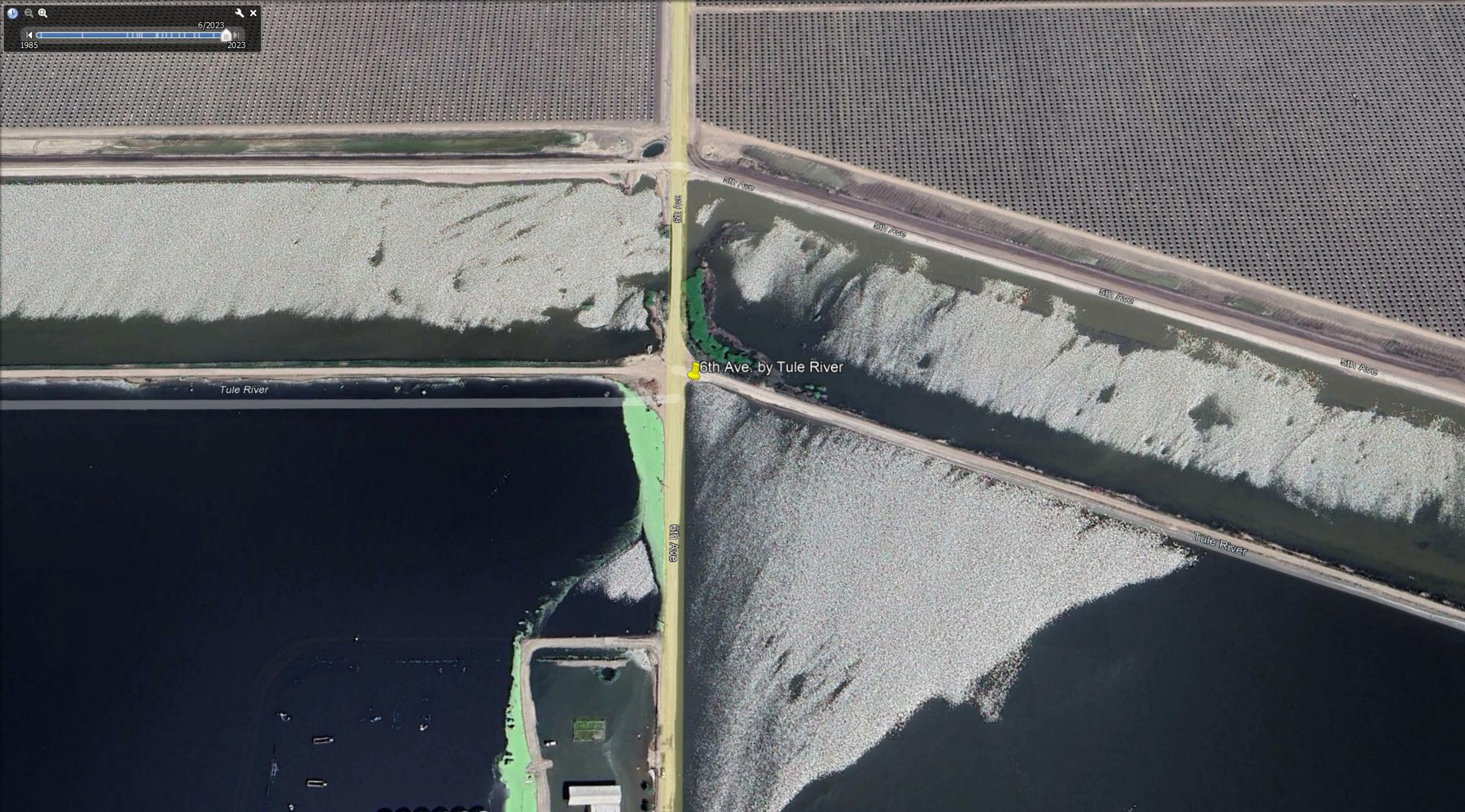
Other Costs

Description	Amount
Bailers	\$5.00
Subtotal	

Analysis

Description - Surface Water	Method	Amount (\$)
Routine: 6 Sites, once per month for 12 months		
Volatile Organics (standard list)	EPA 8260B	\$104.00
Organochloride Pesticides	EPA 8081A	\$84.00
Total Coli & Fecal coli	EPA 9223B	\$50.00
enterococcus bacteria	Enterolert	\$45.00
Surfactants (MBAS)	SM 5540C	\$55.00
General Minerals - Alkalinity series, EC, SO4, Cl, pH, TDS, Hardness, NO3-N, LI, Total P, K, Ca, Mg, Mn, Na, Fe, Cu, Zn	SM 2320B, SM 2510B, EPA 300.0, SM 4500, SM 2540C, EPA 200.7	\$175.00
CAM 17 Metals (Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mo, Ni, Ag, Tl, Se, V, Zn)	EPA 200.8	\$290.00
Mercury	EPA 245.2	\$45.00
Dissolved Oxygen		\$40.00

6/2023
1985 2023



6th Ave

6th Ave. by Tule River

6th Ave

6th Ave

6th Ave

5th Ave

5th Ave

Tule River

Tule River

6/2023
1985 2023



19th Ave & Manteca

S 19th Ave

Manteca Ave

Manteca Ave

Manteca Ave

Meaford Ave

Meaford Ave

Meaford Ave

28th Ave

14th Ave

20th Ave

6/2023
1985 2021



Crescent Weir

Elgin Ave

Elgin Ave

Elder Ave

Elder Ave

Elder Ave

Elder Ave

Elder Ave

Elder Ave

6/2023
1985 2023



Nevada Ave

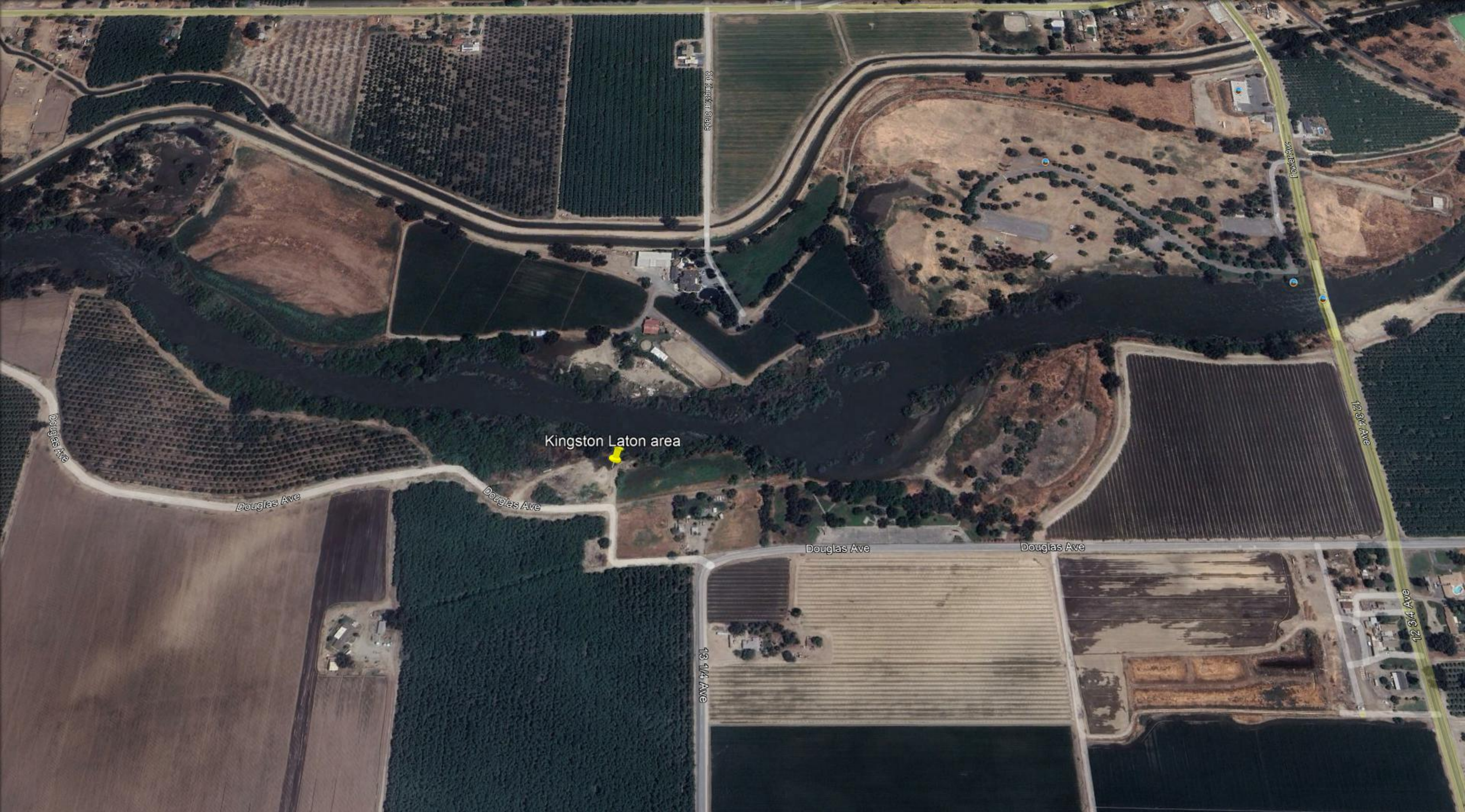
Nevada Ave

Nevada Ave

19th Ave. & Nevada

S 19th Ave

S 19th Ave



Kingston Laton area

Kingston Road

Power Ave

12 3/4 Ave

Douglas Ave

Douglas Ave

Douglas Ave

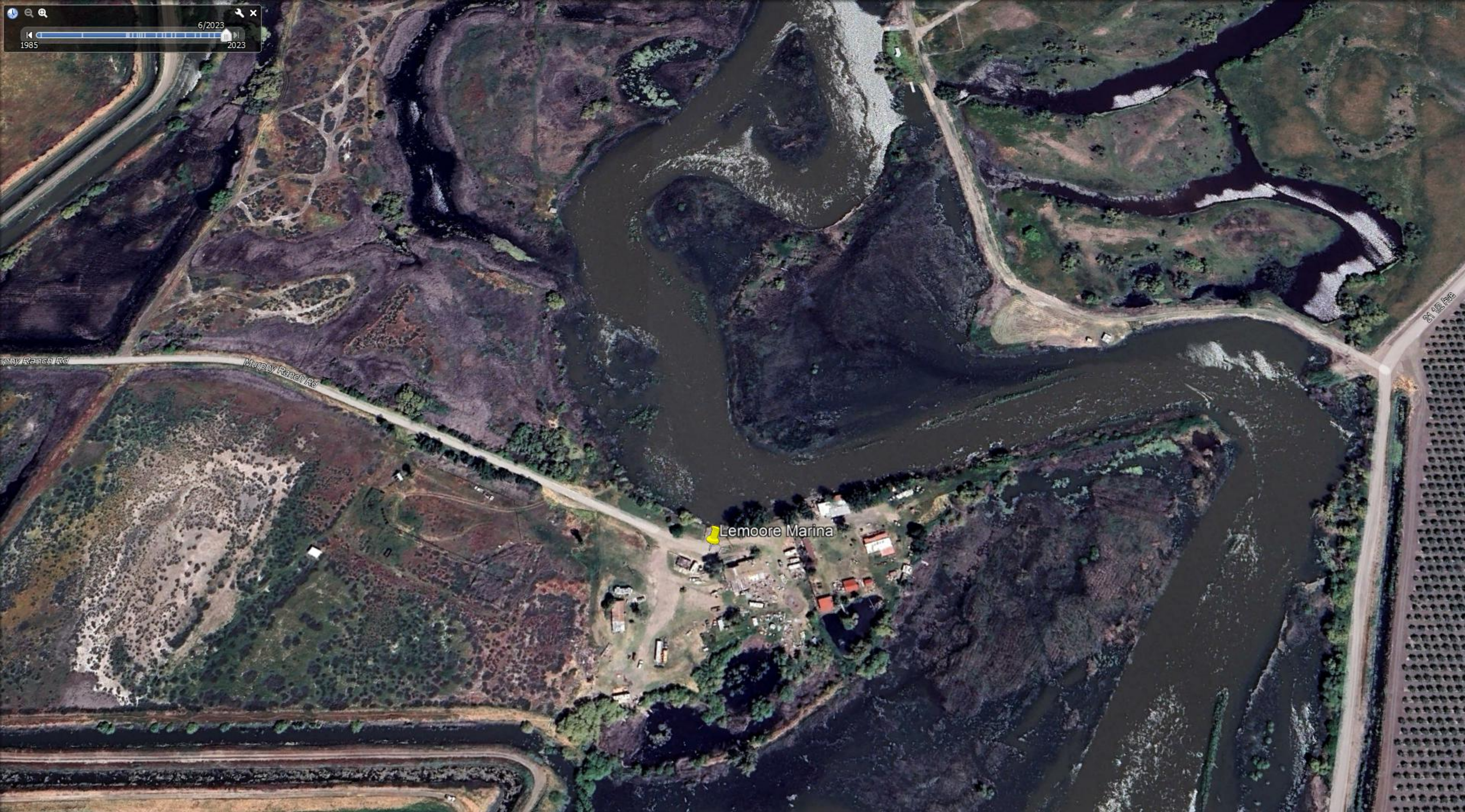
Douglas Ave

Douglas Ave

13 1/4 Ave

12 3/4 Ave

6/2023
1985 2023



Murphy Ranch Rd

Murphy Ranch Rd

Lemoore Marina

Lemoore Ranch Rd

Exhibit D
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).

B. The County of Kings (“County”) wishes to, or may, disclose to Dellavalle Laboratory, Inc. (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Dellavalle Laboratory, Inc. (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:

1) **Use and Disclose for Management and Administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling

the County ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within seventy-two (72) hours of the discovery**, to notify the County:

- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) **Written Report.** To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.

6) **County Contact Information.** To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings
Administration
Attn: HIPAA compliance officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

D. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate 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 the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations

and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. **Confidentiality Statement.** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. **Workstation/Laptop Encryption.** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. **Minimum Necessary.** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. **Antivirus Software.** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. **Removal of Data.** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. **Faxing.** Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. **Mailing.** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.