

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **DonnCo** (“Contractor”) (collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires workers’ compensation managed care consulting services to; 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**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely

invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on the **October 15, 2024** and terminates on **October 14, 2027**, 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 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

The 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 consents 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 by 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. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") 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 guaranteeing said coverage to the County prior to work commencing. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. 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. Insurance Limits. Contractor shall obtain the Insurance Policies in the amounts set forth below:

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 said Insurance 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.

E. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

F. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the 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 any Insurance Policies. Cancellation provisions in an

Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. Subject to the Limitation of Liability specified in section 9.C of this Agreement, 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. Subject to the Limitation of Liability specified in section 9.C of this Agreement, 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. Limitation of Liability. DonnCo's liability to the County under this Agreement for any damages, regardless of the form of action, shall not exceed the total compensation paid to DonnCo under this Agreement. This shall be the County's exclusive remedy. DonnCo will not be liable for any special, indirect, incidental or consequential damages of any character, including, without limitation, damages for loss of goodwill, work stoppage, loss of data, or any loss of profits, even if DonnCo has been advised of the possibility of such damages.

D. Except for any willful acts or omissions on the part of the County, the County's liability to DonnCo under this Agreement for any damages, regardless of the form of action, shall not exceed the total compensation paid to DonnCo under this Agreement. the County will not be liable for any special, indirect, incidental or consequential damages of any character, including, without limitation, damages for loss of goodwill, work stoppage, loss of data, or any loss of profits, even if the County has been advised of the

possibility of such damages.

E. 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.

F. 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 not 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 7920.000 et seq.

Contractor shall comply with all state and federal confidentiality laws including, but not 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 C**.

12. CONFIDENTIALITY

Certain confidential or otherwise proprietary information may be furnished or made available to Contractor by County, or will be developed by Contractor for County in connection with the Services to be performed under this Agreement (the "Confidential Information"). All such Confidential Information shall be the property of the County. All Confidential Information provided by the County to Contractor or developed by Contractor and provided to County, whether or not marked "Confidential" or "Proprietary," shall be treated by Contractor as confidential and proprietary information of the County. Contractor shall use any such Confidential Information either provided to it by County or developed by it and provided by it to the County solely in connection with the provision of the

Services hereunder and shall not disclose such Confidential Information to any third party, nor copy any such data and information, without the prior written consent of County. Contractor shall take all reasonable actions necessary to maintain the confidentiality and proprietary nature of any such Confidential Information and to prevent its disclosure to any third parties, including employees and Contractors of Contractor. Confidential Information shall exclude any Contractor Proprietary Information (defined below). Upon receipt of a third party's request to disclose County Confidential Information, Contractor shall promptly submit said request to County.

Except with regards to County Confidential Information, County acknowledges that it may be furnished or may otherwise receive or have access to Contractor Proprietary Information (defined below). County agrees not to use or disclose Contractor Proprietary Information and all physical forms thereof, whether disclosed before this agreement is signed or afterward, except as expressly authorized in writing by Contractor, and in no event shall County use such information except solely in connection with the Services provided by Contractor. County shall not use for any reason, disclose or disseminate Contractor's Proprietary Information to any County employee not directly involved in the operation of the County's program or to any third party without Contractor's written consent, and shall not use the Contractor Proprietary Information for County's benefit or for the benefit of any third party. Upon the request of Contractor or upon termination of this agreement, County shall return to Contractor all copies of the Contractor Proprietary Information.

For purposes of this agreement, "Contractor Proprietary Information" shall include the following: the DonnCo Model for managed care program operation; DonnCo's RFP questionnaire, scoring process and methodology, and bidder evaluations; DonnCo's program management reports and management summaries; DonnCo market and vendor analyses; all documentation related to DonnCo's program negotiation, implementation and management processes; and all documentation related to DonnCo's managed care vendor and pricing database. "Contractor Proprietary Information" shall not include any Deliverable or other work product(s) and items of work created by Contractor for the County as part of the work required under the Contract.

For information to be considered Contractor Proprietary Information, it must be marked as "Confidential" or "Proprietary" if provided in writing or in any other tangible form or summarized in writing by Contractor to County within thirty days of disclosure by Contractor if provided verbally.

Contractor Proprietary Information shall not include any information which: (a) is known to County at the time of disclosure; (b) has become publicly known through no wrongful act of County; (c) has been rightfully received by County from a third party without restriction on disclosure and without breach of any agreement with DonnCo; (d) has been independently developed by County, as evidenced by appropriate documentation but not by reference to Contractor Proprietary Information; (e) has been approved for release by Contractor. Any County Confidential Information and any derivations of County

Confidential Information contained within Contractor Proprietary Information shall not be considered Contractor Proprietary Information. County data contained in Contractor Proprietary Information shall not be considered Contractor Proprietary Information, however all other elements of Contractor Proprietary Information shall be considered Contractor Proprietary Information.

Notwithstanding the foregoing, County may disclose Contractor Proprietary Information pursuant to a court order or similar mandate, provided however that Contractor shall first have been given the opportunity to seek a protective order protecting the Proprietary Information and such disclosure is limited only to the extent necessary by the court order or mandate.**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

Services under this Agreement are personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

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) calendar days 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 (“Work Product”). County’s reuse of Work Product in a manner other than originally intended is at the County’s sole risk. Work Product is not subject to copyright in the United States of America, or in any foreign state. Work Product shall not include Contractor Proprietary Information. To the extent any deliverable includes or incorporates Contractor Proprietary Information, Contractor hereby grants, for the term of this Agreement, a non-exclusive, royalty-free, license to use the Contractor Proprietary Information solely with Contractor Services.

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
Sarah Poots, Risk Manager
Administration
1400 West Lacey Blvd., Building 1
Hanford, CA 93230

Contractor
David A Donn, CEO
Donn and Company
1388 Sutter St. #800
San Francisco, CA 94109

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on the 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 County of Kings, 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.

25. 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.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

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

27. 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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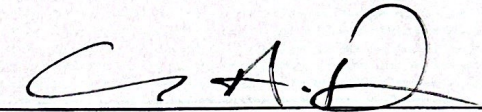
SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

CONTRACTOR NAME

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: 
CEO David A Donn

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:  10/03/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  10/2/2024
Cindy Cross-Kliwer, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Compensation/Fees
- Exhibit C: HIPAA Business Associate Agreement

Exhibit A

Scope of Work

The County seeks to improve the financial and operational performance of its outsourced workers' compensation managed care program ("Program") comprised of:

"Bill Review" services:

- Medical bill review ("MBR").
- Hospital and provider PPO ("PPO").
- Negotiation/Specialty Bill Review ("SBR").
- Ancillary Services such as Pharmacy Benefits Management ("PBM"), physical medicine network services and other ancillary service networks.

"Medical Management" services:

- Utilization Review ("UR") including physician consultation.
- Nurse Case Management ("CM") including telephonic and field CM.

The County seeks to make improvements to its Program by performing a competitive bid to identify the optimal vendor or vendors to deliver the Program on an ongoing basis. To ensure the actual achievement of Program improvements, the County also wishes to install ongoing high-level performance benchmarks and apply Program enforcement and audit to continually maximize Program performance.

DonnCo offers a full range of distinct Workers' Compensation managed care advisory services including vendor selection and program enforcement/audit services ("Services") designed to address the County's Program. DonnCo agrees to assist the County in connection with its Program as more specifically described below.

I. The DonnCo Model¹

Through the Vendor Selection and Program Enforcement & Audit services, DonnCo seeks to optimize the financial performance produced for the County by its managed care vendor(s). DonnCo seeks to accomplish this goal by working directly with the future Program vendor(s). Proprietary techniques (the "DonnCo Model²") will be formally

¹ Achievement of improvements is contingent on various factors including service provider execution on DonnCo program guidelines, and DonnCo cannot guarantee that these estimates will be achieved.

² The DonnCo Model is a comprehensive set of operational and financial program guidelines that includes techniques and methodologies such as: Expansion of the CPT code ranges manually reviewed against medical reports for billing code correction; auditing of review results for missed reductions or incomplete reductions; assignment of senior review analysts to all DonnCo client accounts; improvement in account management responsiveness and transparent reporting; and other techniques and supporting documentation and updates.

introduced and the application of the DonnCo Model will be monitored by DonnCo to maximize overall Program financial performance (savings and fees).

II. Engagement Methodology

Phase 1: Vendor Selection

As appropriate under the County purchasing protocols, DonnCo will manage a competitive bid of the County's Program (all Repricing and Medical Management service components), under a timeframe coordinated between DonnCo and the County. DonnCo will develop bid documentation, including as appropriate a comprehensive Request for Agreement ("RFP") questionnaire, scoring procedure and worksheets, and final candidate evaluation summaries. DonnCo will also coordinate with the County in all necessary bid planning processes. DonnCo will provide full management as desired by the County on all candidate interaction, including candidate question responses and finalist onsite interviews. As appropriate, DonnCo will evaluate, score, and rank all service provider bid submissions based on the agreed scoring methodology. Based on final scores, DonnCo will provide a complete evaluation and recommendation of the Program best-suited to achieve maximum financial and operational performance for the County. Upon the selection of a winning service provider or service providers, DonnCo will recommend financially effective negotiating strategies for service rates, provide contractual advice, and negotiate final contractual terms and conditions.³

Phase 2: Program Enforcement & Audit

For the Program implemented through Vendor Selection, DonnCo will provide monthly Program Enforcement & Audit. DonnCo will evaluate Program performance, provide monthly Program financial analysis reports to the County, identify areas of Program underperformance, and coordinate implementation of any necessary Program enhancements or corrections. DonnCo's Program Enforcement & Audit process, to the extent of DonnCo's direct control, will address the following:

- Resolution of financial/operational problems and deficiencies.
- Resolution of technology and customer service issues.
- Oversight of performance incentive agreement application (if applicable).
- Execution of ongoing Program structure and performance improvements.
- Early identification of reporting issues related to Program services.
- Early identification of financially unfavorable service shifting.
- Representation and advisory in all service provider interaction, if requested.
- Representation and advisory on legislative and regulatory issues that may impact Program.

³ Contract negotiation and execution covers the negotiation of price, performance, and operational terms specific to the actual services provided under the negotiated service agreement. DonnCo does not provide legal counsel.

Through Program Enforcement & Audit services, DonnCo also seeks to assist the County as follows:

- Enforcement of contract terms.
- Identification and correction of fee discrepancies.
- Identification and correction of savings reporting errors.
- The BR savings performance techniques and standards detailed in the DonnCo Model.
- Selection and education of new BR personnel on optimized performance practices.
- Implementation and review of DonnCo-compliant financial performance reporting.
- Implementation of structural changes (e.g. changes to PPO/ancillary networks).

III. Timing

Based on an estimated engagement start date of November 1, 2024, DonnCo estimates that the Vendor Selection evaluation process can be completed in 5 months, or by March 1, 2025. Contract negotiation and Program implementation can be completed in another 3 months, or by July 1, 2025. Program Enforcement & Audit for the new Program will commence immediately upon the launch of the new Program. Please note that these dates are estimates only, and DonnCo is not responsible for delays due to client actions or events outside of DonnCo’s control.

Task	Timeframe
RFP Development & Issuance	2 months
Winning Candidate Selection	3 months
Program Installation	3 months
Program Enforcement & Audit	Effective upon new Program installation

Exhibit B
Compensation/Fees

A. Payments to DonnCo:

1. A Base Engagement Fee of \$49,000. The first half of the Base Engagement Fee (\$24,500) will be paid by the County upon the County's execution of this Agreement, and the second half of the Base Engagement Fee will be paid entirely from Financial Improvement (note: Performance Fees, as described in Section A.2 below, are paid first, and then 100% of the remaining Financial Improvement will be paid to DonnCo until the second half of the Base Engagement Fee is fully paid).
2. A Performance Fee for Program Enforcement & Audit that is 21% of Financial Improvement under a 3-year Program Enforcement & Audit term. Financial Improvement includes the following:
 - Recaptured Overcharges and Overpayments;
 - Improvement to Fees; and
 - Improvement to Savings.

Financial Improvement and Performance Fees are structured and defined as follows:

- a) Definitions: The Bill Review services purchased by the County act to reduce the County's gross billings from medical providers (i.e. physicians, hospitals). These billing reductions are "Bill Review Savings." "Program Service Fees" are all service fees charged to the County for all Program services (Bill Review and all subcomponents such as PBM, etc.).
- b) "Improvement to Bill Review Savings" for each month equals 1) the current month's actual Bill Review Savings, minus 2) the product of i) Program vendor average Bill Review savings for 7/1/23 – 6/30/24 and ii) the County's current month's medical charges.
- c) "Improvement to Program Service Fees" includes improvements to all Bill Review fee components, as follows: Improvement to MBR/PPO/SBR fees equals 1) the product of i) Program vendor average MBR/PPO/SBR fees per bill for 7/1/23 – 6/30/24, multiplied by ii) the respective units incurred in the Program in the current month, minus 2) the current month's Program Service Fees. Improvement to PBM fees equals 1) pre-restructuring PBM pricing, applied to 2) current month prescription activity, minus 3) current month actual PBM drug costs.

- d) "Recaptured Overcharges and Overpayments" includes any Program Service Fee overcharges and medical provider overpayments identified by DonnCo and reimbursed to the County. Overcharges/overpayments that are acknowledged or identified, but not reimbursed, are not included in Financial Improvement.
- e) Financial Improvement also excludes any material environmental factors that impact Savings performance, which may include but not be limited to 1) material changes to medical reimbursements under Workers' Compensation state fee schedules, 2) material changes to medical bill mix (i.e. material increases or decreases in hospital, surgery, physician, and other bill types, in terms of overall share of Program initial medical charges), and 3) inflation in aggregate medical provider billed charges that significantly outstrips increases in reimbursement levels under state fee schedule. the County and DonnCo will decide by written mutual agreement if any environmental factor is material, based on numeric data available to both parties.

B. Payment Schedule, Engagement Term and Termination:

- 1. Base Engagement Fee: The Base Program Restructuring Fee will be paid as detailed in Section A. of this Exhibit B.
- 3. Performance Fee: Performance Fees are billed monthly and are due within 30 days of invoice receipt. Program Enforcement & Audit services will be provided under this Agreement for all vendor service months up to and including the last month of this Agreement.

Upon expiration or termination of this Agreement, the County shall immediately pay to DonnCo any balance of the Base Engagement Fee and all Performance Fees owing. The initial term of this Agreement will begin on the effective date of this Agreement and continue through the first three years of activity under the Program contracts implemented through Vendor Selection, with Program Enforcement & Audit services provided for all vendor service months up to and including the last active month of this Agreement. Upon termination of this Agreement, the County's license to the DonnCo Model and DonnCo Services will also terminate, and the County and its service providers shall retain no rights to use of the DonnCo Model. Any outstanding fees will be due to DonnCo thirty (30) days from Agreement termination.

C. Expenses:

Expenses will be billed at cost and as actually accrued, and are due within 30 days of invoice receipt. Reasonable travel expenses include car mileage reimbursed at the prevailing mileage rate, hotels, coach airfare, meals and tips. Other expenses billed include telephone charges related to conference calls (applies only when using conference services) and express delivery charges. DonnCo does not bill for fax, administrative work, telephone, copies or related office expenses. Any single expenses over \$500 will be discussed with the County prior to expenditure.

D. License of DonnCo Model:

Subject to the terms and conditions of this Agreement, DonnCo hereby grants to the County a limited, non-exclusive, royalty-free license to use directly and on its behalf by a DonnCo authorized service provider the DonnCo Model in conjunction solely with the services provided by DonnCo under this Agreement. the County agrees that it shall not modify, distribute, reverse engineer, lease, license, or otherwise transfer any rights to the DonnCo Model to any third party without DonnCo's prior express written consent. DonnCo retains all rights to the DonnCo Model. All rights not expressly granted are expressly reserved.

County of Kings
HIPAA Business Associate
Exhibit C

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 DonnCo. (“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, DonnCo as the Business Associate of County 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.

2) ***Type of Services to be Provided by the Business Associate.*** The BAA will provide workers' compensation managed care consulting. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

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 five (5) 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.