

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
RECORD XPRESS OF CALIFORNIA, LLC**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Record Xpress of California, LLC, (“Contractor”) for the purpose of providing on-site document shredding services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- A. Provide containers at County site(s) as requested by County.
- B. Transfer confidential paper documents from Contractor's locked container(s) which are placed at County site(s).
- C. At County's location, shred all rendered paper.
- D. Transport only shredded County confidential paper documents.
- E. At Contractor's location, securely store all shredded paper until shipped to a recycling facility.
- F. Issue a Certificate of Destruction to County.
- G. Schedule shredding dates at times mutually agreed upon by Contractor and County.

2. RESPONSIBILITIES OF THE COUNTY

County shall:

- A. Compensate Contractor for said services pursuant to Section 3 and 4 of this Agreement.
- B. Maintain Contractor's locked container(s) in a safe, secure environment.
- C. Place confidential paper documents into container(s) as instructed.
- D. Have separate biomedical waste containers placed at appropriate County site(s).

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$15,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's

Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. LIABILITY LIMITATIONS

Subject to Section 10, Contractor shall not be liable for any loss or injury to the Records however caused, unless such loss or injury results from failure by Contractor to exercise such care with regard to the Records as a reasonably careful person would exercise under like circumstances, and Contractor is not liable for damages that could not have been avoided by the exercise of such care. Contractor is not responsible for the repair, replacement, or restoration of lost or damaged property, subject to the conditions and limitations imposed by this Agreement. Claims by the County for loss, damage or destruction must be presented in writing to Contractor within a reasonable time after County is notified by Contractor or otherwise received notice that loss, damage or destruction to part of or all of the Records has occurred.

In the event loss or injury is wholly due to negligence, gross negligence or willful misconduct by Contractor, Contractor's maximum liability for any and all claims arising with respect to Services provided under this Agreement shall be limited to the aggregate amounts paid by County with respect to the Services provided, as of the date of loss, and shall not exceed the Maximum Compensation payable under this Agreement. In no event shall Contractor be liable for any

consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory. This Section shall not, under any circumstance, apply to any breach of confidentiality by Contractor and Contractor understands it is liable for such breach pursuant to Section 10.

12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

13. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Attn: Regional General Manager Sacramento Valley Record Xpress of California, LLC 611 Country Drive Chico, CA 95928
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With a copy to:
Attn: General Counsel
Record Xpress of California LLC
4 First Avenue, Peabody, MA 10960
E-mail: Contracts@accesscorp.com

Notice shall be deemed to be effective two days after mailing.

20. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar

services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

**28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

County and Contractor intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to Contractor pursuant to this contract in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.

Contractor is directly responsible for compliance with certain of the HIPAA Privacy and Security Rules' requirements, and subject to civil and criminal penalties for violations thereof and shall implement the Rules' required standards.

County and Contractor agree to assume the obligations and activities listed below to ensure the privacy and security of PHI that may come into their respective possession during the course of this agreement.

1. Permitted Uses and Disclosures by Contractor

A. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule or the HITECH Act, or any implementing regulations thereof, if done by County. Contractor must limit use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose.

B. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and 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 Contractor of any instances of which it is aware in which the confidentiality or security of the information has been breached or otherwise compromised.

C. Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to County as permitted by 45 CFR 164.504(e)(2)(i)(B).

2. Prohibited Uses and Disclosures

A. Contractor shall not disclose PHI to a health plan for payment or health care operations purposes if the client has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, in accordance with 45 CFR 164.522(a)(1)(vi).

B. Contractor shall not sell PHI and shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of County and as permitted by 45 CFR 164.508 (a)(4).

3. Specific Obligations and Activities of Contractor

A. Nondisclosure: Contractor agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.

B. Safeguards: Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the PHI that it creates, receives, maintains, uses or transmits on behalf of County, in compliance with the Privacy and Security Rules, and to prevent any use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as COUNTY may reasonably request from time to time.

Such safeguards shall include, but not be limited to the following:

1. Destruction of PHI: Contractor agrees that destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.

2. Change in Personnel: Contractor agrees that should any Contractor employee or subcontractor have direct access (meaning Contractor can access County computer systems without County assistance) to computer systems of County that contain PHI, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for COUNTY or Contractor to ensure the direct access has been disabled.

3. Security of Electronic PHI: Contractor agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, as required by 45 CFR 164.302. Contractor

agrees to secure all Electronic PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS), as applicable.

C. Subcontractors and Agents: Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of, County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such PHI. Contractor further agrees that if Contractor provides Electronic PHI to a third party, such as a subcontractor, Contractor shall ensure that the third party has reasonable and appropriate safeguards to protect it and that Contractor shall implement and maintain sanctions against agents and subcontractors that violate such safeguards and shall mitigate the effects of any such violation. Contractor shall, upon knowledge of a subcontractor or agent's material breach or violation of obligation under the subcontract, require said subcontractor or agent to cure the breach and end the violation of obligation, or if such steps are unsuccessful, shall terminate the contract or arrangement, if feasible.

D. Breach of Protected Health Information:

1. Report of Breach: Contractor agrees to report to County any Breach or attempted Breach involving PHI (in any form). Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted hereunder which compromises the security or privacy of the PHI. (45 CFR 164.402.) Contractor shall report a Breach or attempted Breach as quickly as possible after discovery, and in no event more than twenty-four (24) hours from such discovery, by telephone call to 530-527-8491 x3046 plus email to Privacy.Officer@tchsa.net and will include, to the extent possible, the identification (not using Individual's name when emailing) of each Individual whose PHI has been, or is reasonably believed by the Contractor to have been, Breached, a description of the PHI involved, the nature of the unauthorized acquisition, access, use or disclosure, the date of occurrence, and a description of any remedial actions taken or proposed to be taken by Contractor, including actions to mitigate harm to individuals and to protect against further Breaches. Contractor will also provide to County any other available information that County is required to include in its notification to the Individual under 45 CFR

164.404(c) at the time of the initial report or promptly thereafter as information becomes available. Any Breach or attempted Breach shall be treated as discovered by Contractor on the first day the Breach or attempted Breach is known or would have been known upon exercise of reasonable diligence, to the Contractor, including any person, other than the individual committing the Breach or attempted Breach, that is an employee, officer or other agent of the Contractor.

2. Corrective Action: Contractor agrees, in the event of any Breach or attempted Breach of PHI, to take prompt corrective action to cure the Breach, to take any action required by applicable federal and state laws and regulations to mitigate the harm caused by the Breach, and to take reasonable steps to prevent future similar Breaches or attempted Breaches. Contractor will document any such action and make such documentation available to County.

3. Notification to Third Parties: Except as required by law, Contractor agrees that it will not inform any third party of a Breach of PHI without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice. When applicable law requires the Breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

4. Notification Costs: Contractor agrees to assume responsibility for direct costs associated with notification of Individuals affected by a Breach which is the responsibility of Contractor or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation or under any applicable contract to which County Is a party. The following costs shall be considered direct and therefore payable/compensable: notification expenses, credit monitoring, forensic costs, governmental fines and penalties, costs of litigation imposed upon the County, and reasonable external attorneys' fees.

E. Employee Training: Contractor agrees to train, and to use reasonable measures to ensure compliance with the requirements of this Agreement, by employees who assist in the performance of functions or activities on behalf of County under this agreement and/or who create, receive, access, use or disclose PHI (in any form), and to discipline such employees who violate, whether negligently or willfully, any provisions of this Agreement, as appropriate to the severity of the violation, up to and including termination of employment.

F. Mitigation of Harmful Effect: Contractor agrees to mitigate, to the extent practicable, any harmful effect caused by the receipt, access, use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

G. Audit Inspection and Access:

1. With reasonable notice, and at minimum five (5) days, Contractor agrees to make facilities, systems, policies, procedures, and records relating to the acquisition, access, use and disclosure of PHI received from, or created, received, accessed, maintained, used, or disclosed, by Contractor on behalf of, County, available to the County, or its authorized agents or representatives, or at the request of the County, available to the Secretary of Health and Human Services, for audit and/or inspection purposes, at a time and manner designated by the County or the Secretary of Health and Human Services, to allow either the Secretary of Health and Human Services or the County to determine County's compliance with the Privacy Rule and Security Rule, or for the purpose of the County determining Contractor's compliance with this Agreement. This section does not relieve Contractor of its responsibilities to comply with this Agreement or Contractor's responsibilities under the Privacy Rule or Security Rule, nor does County's failure to detect, or detection but failure to notify Contractor of, or to require Contractor's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement.

2. If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary of the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Agreement, Contractor shall notify County and provide County with a copy of any PHI that Contractor provides to the Secretary of the Office of Civil Rights concurrently with

providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 45 CFR 160.402(a).

H. Accounting Retention Period:

Contractor agrees to document disclosures of PHI, and information related to such disclosures, as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors covering a period of at least six (6) years prior to the request. If the HIPAA Administrative Simplification Regulations are hereafter modified to provide that an accounting of disclosures from an Electronic Health Record for treatment, payment or health care options purposes are required to be collected and maintained for only three (3) years prior to the request and only to the extent Contractor maintains electronic health records and is subject to this requirement, this section shall be deemed amended accordingly.

1. Contractor agrees to provide to County or an Individual, in time and manner designated by County, information collected or obtained during performance under this Agreement, to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act.

I. Individual Access to Protected Health Information: Contractor agrees to provide access, at the request of County, to PHI to County or, as directed by County, to respond to an Individual request, in accordance with 45 CFR 164.524. Under no circumstance will Contractor directly respond to an Individual request.

J. Amendment to Protected Health Information: Contractor agrees to make any amendment(s) to PHI that County directs or agrees to make pursuant to 45 CFR 164.526, at the request of County or an Individual, and in the time and manner designated by COUNTY.

K. Revenue Lost - Billing Practices: Contractor shall make County whole for any revenues lost arising from an act or omission in billing practices by Contractor.

L. Fines and Penalties: Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and their implementing regulations applicable to Contractor as a Business Associate, may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations. In addition, Contractor agrees to the following:

1. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with obligations imposed by HIPAA or the HITECH Act, or their implementing regulations.
2. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to, any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

4. Specific Obligations of County

- A. Notice of Privacy Practices: County shall make available to Contractor the notice of privacy practices that County produces in accordance with 45 CFR 164.520. County shall provide to Contractor any changes to such notice.
- B. Permission by Individuals for Use and Disclosure of PHI: County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- C. Notification of Restrictions: County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.
- D. Requests Conflicting with HIPAA Rules: County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by County.

5. Term and Termination

- A. Material Breach: Upon County's knowledge of a material breach of this Agreement, the HIPAA Privacy, or the HIPAA Security Rule by Contractor, or an implementing regulation

thereof, County shall provide an opportunity for Contractor to cure the breach or end the violation and may terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County. County may terminate this agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible. If neither cure nor termination is feasible, County may report the violation to the Secretary of Health and Human Services as required by HIPAA.

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

C. HIPAA Violation Indemnification: Notwithstanding the generality of Section 10 of this Agreement (entitled "INDEMNIFICATION") and any other remedies provided herein, Contractor shall defend, hold harmless, and indemnify County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees arising out of Contractor's actions or omissions undertaken pursuant to this Agreement related to compliance with HIPAA, the HITECH Act, or their implementing regulations, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

D. Witness Availability: Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor 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 violations of HIPAA, the HITECH Act, or their implementing regulations or other laws relating to security and privacy, arising from actions or omissions by the Contractor, except where Contractor or its subcontractor, employee or agent is named as an adverse party.

E. Effect of Termination:

Upon termination or expiration of this Agreement for any reason, Contractor shall promptly return or destroy all PHI received from County or created or received by Contractor on behalf of County, that Contractor still maintains in any form, and shall retain no copies of such PHI. If Contractor determines that return or destruction is not feasible, it shall notify County of the conditions that make return or destruction infeasible. Upon mutual agreement of County and Contractor that destruction or return is infeasible, Contractor shall continue to extend the protections of this Agreement to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Contractor maintains such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.

6. Miscellaneous

A. The respective rights and obligations of Contractor set forth in this Health Insurance Portability and Accountability Act (HIPAA) section shall survive the termination or expiration of this Agreement.

B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164.

C. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule and Security Rule and any implementing regulations. Definition of terms shall be as used in the HIPAA and HITECH Acts and their implementing regulations.

29. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of

this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 12-17-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayne S. Bottke, Executive Director

Date: 12/17/2025

RECORD XPRESS OF CALIFORNIA, LLC,

Signed by:
Dawn Leonard
C0E274ED6475445...
Dawn Leonard, Vice President, Retention

112989
Vendor Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

FEE SCHEDULE
ON-SITE DESTRUCTION SERVICES

RECORD XPRESS OF CALIFORNIA, LLC

Location: 1850 Walnut Street, Red Bluff, CA
1860 Walnut Street, Red Bluff, CA
818 Main Street, Red Bluff, CA
1445 Vista Way, Red Bluff, CA
550 Lay Ave, Red Bluff, CA
Other Agency sites County deems necessary

Pricing: \$31.50 per pickup for 64-gallon bin
\$42.00 per pickup for 96-gallon bin
\$43.00 per pickup for Executive Console (32 gallon)
\$5 per box on records purge (16"x12.5"x10")