



# LASSEN COUNTY

## Health and Social Services Department

- ☒ **HSS Administration**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**  
1345 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8337
- ☐ **Housing & Grants**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251 - 8108
- ☐ **Public Health**  
1445 Paul Bunyan Road, Ste B  
Susanville, CA 96130  
(530) 251 - 8183
- ☐ **Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130
- LassenWORKS**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8152
- Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251 - 8277
- Adult Services**  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251 - 8158
- Family Solutions/Wraparound**  
1400 Chestnut Street, Ste C  
Susanville, California 96130  
(530) 251 - 8340

**Mailing Address:**  
PO Box 1180  
Susanville, California 96130

**Date:** February 13, 2024

**To:** Aaron Albaugh, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Agency Director  
Health & Social Services Agency

**Subject:** Agreement between Lassen County and Metopio, Inc. in the amount of \$93,250.00 for the term of February 1, 2024, through October 30, 2024, to complete a Community Health Assessment as required by California Department of Public Health funding.

### Background:

Lassen County has a need to complete a Community Health Assessment to remain in compliance with funding received by the California Department of Public Health.

On July 25, 2023 Lassen County Public Health released a Request for Proposal (RFP) #PH-2023-01 and Metopio, Inc. was chosen in this process.

The Community Health Assessment will focus on conducting evidence-based needs assessment and prioritization, making evidencebased community health investments, evaluating and measuring progress, and improving quality, transparency and community engagement. This will assist Lassen County Public Health (LCPH) in successfully implementing the community health needs assessment provisions and will benefit from assessment and planning, community health and related data, and awareness of evidence-based interventions.

### Fiscal Impact:

This Agreement will be paid out of Public Health Fund/Budget 110/0731.

### Action Requested:

1) Approve Agreement with Metopio, Inc.; and 2) authorize the County Administrative Officer to execute the Amendment.



**AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
METOPIO INC.**

**THIS AGREEMENT** (including all Attachments hereto, the "Agreement") is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and METOPIO INC., an independent contractor with a principal place of business in Chicago, Illinois (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS COUNTY** requires assistance with the administration of its Community Health Assessment (the "CHA") and wishes to have access to CONTRACTOR'S cloud-based "software as a service" platform (the "Platform") to develop a dynamic dashboard (the "Atlas") that will permit COUNTY to display and analyze the CHA and other health-related data;

**WHEREAS CONTRACTOR** is experienced and willing to provide those services;

**NOW, THEREFORE**, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide COUNTY (i) those services described in Attachment "A", Provision A-1 at the time, place, and in the manner specified in Attachment "A" (the "Professional Services") and (ii) access to the Platform on the terms and conditions set forth herein and as set forth on Attachment "C" ("Platform Access")

**2. TERM.**

The agreement's term shall be from February 1, 2024, through October 30, 2024, unless terminated earlier in accordance with Section D.13 of Attachment "D" (the "Term").

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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COUNTY shall:

- 4.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4 Evaluate CONTRACTOR's annual report for compliance with the terms of this Agreement and provide written response within thirty (30) calendar days of receipt of the report as determined to be unacceptable.
- 4.5 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

Barbara Longo, Director, Health and Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Will Snyder is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services  
Attachment B – Payment  
Attachment C – Additional Provisions; Access to Platform  
Attachment D – General Provisions  
Attachment E – Business Associate Agreement  
Attachment F – Business Associate Addendum  
Attachment G - Nondiscrimination in State and Federally Assisted Programs

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Attachment G - Nondiscrimination in State and Federally Assisted Programs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: January 25, 2024

By:   
Angela Grover  
Chief Operating Officer

COUNTY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara Longo, Director  
Health and Social Services

Approved as to form:

Amanda Uhrhammer  
Lassen County Counsel

Dated: 1/23/24

By: 

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**METOPIO, INC.**

**SCOPE OF PROFESSIONAL SERVICES**

**A.1 SCOPE OF PROFESSIONAL SERVICES AND DUTIES.**

The Professional Services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties with respect thereto include the following:

CONTRACTOR agrees to provide the following Community Health Assessment (CHA) Professional Services:

A.1.1 CONTRACTOR will work with COUNTY to define the Purpose, Places and Populations to be considered for each report. During this phase, CONTRACTOR will conduct a literature review of previous COUNTY CHA as well as current best practices.

A.1.2 CONTRACTOR will facilitate two, one-hour meetings to ensure alignment with the Customer and key stakeholders while also completing a comprehensive literature review. From those conversations and research, CONTRACTOR will draft a framework document to guide the CHA.

A.1.3 CONTRACTOR will collect and process primary data for the CHA through four channels: Community Surveys, Resident and Stakeholder Focus Groups, Key Informant Interviews and Hospital Utilization Data.

A.1.3.1 Community survey requires three steps: design and test the questionnaire, distribute the survey, and review, clean and deliver data.

A.1.3.2 Resident and Stakeholder Focus Group: CONTRACTOR will facilitate up to ten (10) focus groups with residents and their advocates within the defined service areas using a proven facilitation guide. At least half of the focus groups will be in-person with others scheduled virtually or in-person. CONTRACTOR will work with the COUNTY and key stakeholder groups to identify specific topics for focus groups (i.e. - seniors, agency partners, faith-based organizations, mothers and children, youth, etc.).

A.1.3.3 Key Informant Interviews: CONTRACTOR will complete up to 20 Key Informant Interviews. The list will be developed in partnership with the Customer and include community leaders, caregivers, advocates, and residents. Key Informant Interviews will last for 30 minutes and be conducted virtually unless in-person is requested by the interviewee. A summary report with detailed notes will be provided at the conclusion of all interviews.

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**A.1.3.4 Hospital Utilization Data: CONTRACTOR will seek data that identifies preventable causes of hospital admission, as well as measures of quality of care.**

**A.1.4 CONTRACTOR will use the secondary data that is already part of CONTRACTOR's Curated Data library maintained on the Platform. CONTRACTOR collects and stores data for several years to help COUNTY understand and communicate trends over time. COUNTY will have full access to the Curated Data on the Platform.**

**A.1.5 CONTRACTOR will work with COUNTY to prioritize findings from the assessment. The goal is to identify and understand the interplay of complex social determinants of health and health outcomes at the census tract or zip code level. CONTRACTOR will work with the COUNTY to identify benchmarks, including Healthy People 2030, and trends. CONTRACTOR will also use clustering analysis and multivariable regressions to isolate social determinants of health and identify potential correlated factors. CONTRACTOR will provide the prioritization framework with supporting data to guide the report. CONTRACTOR will facilitate two meetings with the COUNTY to finalize the prioritized needs. Once the analysis is complete and captured on the CONTRACTOR platform, it can be shared to inform strategic priorities.**

**A.1.6 CONTRACTOR will draft the CHA to meet all federal and state guidelines. CONTRACTOR will support the COUNTY with internal reviews including creating and reviewing relevant presentations for each of the final reports.**

**A.1.7 CONTRACTOR will maintain content for specific audiences and can be utilized for creating and displaying public-facing, interactive insights by service area, zip code or community area. CONTRACTOR shareable content can facilitate further community engagement.**

**A1.8 CONTRACTOR will deliver to COUNTY the completed CHA in a mutually agreeable format. In addition, CONTRACTOR will assist COUNTY in developing the Atlas, incorporating data collected for the CHA, in accordance with the Platform Access terms and conditions in Attachment C.**

**END OF ATTACHMENT "A"**

**ATTACHMENT B  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
METOPIO, INC.**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.4 PAYMENT GRID:**

Original Contract Period - October 1, 2023 - June 30, 2024			
Budget & Narrative Metopio, Inc		Rate	Total
Personnel			\$77,650.00
	Community Health Leadership	\$30,350	
	Data Analysis	\$25,175	
	Project Management	\$9,875	
	Data Collection	\$12,250	
Contractual Services			\$6,600.00
	Focus Groups	\$3,950	
	Report Design	\$2,650	
Operating Expenses			\$1,500.00
	Participant Incentives	\$1,500	
Travel & Training			\$7,500.00
	Travel	\$7,500.00	
Other			\$0.00
	Digital Report & Atlas	included	
Original Contract Amount * FY 23/24			\$93,250.00
Maximum Contract Amount			\$93,250.00

\* Contingent upon the availability of funds and the approval of the Board of Supervisors.

**END OF ATTACHMENT "B"**

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AGREEMENT BETWEEN LASSEN COUNTY AND METOPIO INC.



**ATTACHMENT C  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
METOPIO, INC.**

**ADDITIONAL PROVISIONS, PLATFORM ACCESS**

- C.1 CONFIDENTIALITY.** All communications, written notes of calls, identification of callers, and any and all information obtained by CONTRACTOR in the performance of this contract shall be kept confidential and not conveyed to anyone without the prior written permission of COUNTY.
- C.2 PATIENTS' RIGHTS.** The parties to the Agreement will comply with all applicable laws, regulations and state policies relating to patients' rights.
- C.3 HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act, as amended ("HIPAA"). Before COUNTY transmits to CONTRACTOR or uploads to the Atlas any Protected Health Information, the CONTRACTOR and COUNTY will enter into a Business Associates Agreement substantially in the form set forth as Attachment "E" hereto, to which the terms of Attachment "F" will apply. COUNTY shall not disclose any Protected Health Information to Contractor without expressly notifying CONTRACTOR in advance of such disclosure. For purposes hereof, "Protected Health Information" shall have the meaning given to such term in 45 CFR 160.103 in HIPAA.
- C.4 AUDITS.** The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the Agreement.
- C.5 SUBSCRIPITON.**
1. Definitions.
    - a. "Access Credentials" means any user name, identification number, password, security key or token, or other security code used to verify an Authorized User's authorization to access the Platform and the Atlas.
    - b. "Administrator" means an Authorized User with authority to upload and manage County Data onto the Atlas, select Curated Data to be included on the Atlas, and manage the functionality of the Atlas.
    - c. "Aggregated Statistics" means data and information related to County's use of the Platform that is used by Contractor in an aggregate and anonymized manner to compile statistical and performance information related the provision of its services, including the Atlas.
    - d. "Authorized Users" means County's employees, consultants, and contractors and agents who are authorized by County to access and use the Atlas pursuant to this Agreement, including Administrators.
    - e. "Contractor Materials" means the Platform, Atlas, Documentation and Contractor Systems, Curated Data, Aggregated Statistics, and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, and all Intellectual Property Rights therein, that are provided or used by Contractor in connection with providing County access to the

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Atlas. For the avoidance of doubt, Contractor Materials do not include County Data .

- f. "Contractor Systems" means the information technology infrastructure used by Contractor in providing the Services hereunder and hosting the Atlas, including all computers, software, databases, electronic systems, and networks.
- g. "County Data" means information, data and other content that is collected, uploaded to the Atlas, or otherwise received by Contractor from or on behalf of County or an Administrator for use with Atlas. The CHA constitutes County Data.
- h. "Curated Data" means datasets provided by Contractor for use in the Atlas.
- i. "Atlas" has the meaning set forth in the recitals.
- j. "Deliverables" means materials produced by Contractor activities pursuant to this Agreement, including reports, plans, studies and documents. For the avoidance of doubt, the Platform, the Atlas, Contractor Data or other Contractor Materials Deliverables hereunder but County Data processed by Contractor in for use with the Atlas or otherwise pursuant to this Agreement are Deliverables.
- k. "Documentation" means any annuals, instructions or other documents that Contractor provides or makes available to County in any form or medium that describe the functionality, components, features or requirements of the Atlas or other Contractor Materials.
- l. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- m. "Platform" has the meaning set forth in the recitals.
- n. "Professional Services" has the meaning set forth in Section 2. For the avoidance of doubt, Professional Services do not include access to the Platform and the Atlas.
- o. "Term" has the meaning set forth in Section 2.
- p. "Third-Party Materials" means materials and information, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Atlas that are not proprietary to Contractor.

2. **PLATFORM ACCESS.** Subject to and conditioned on County's and its Authorized Users' compliance with the terms and conditions of this Agreement, Contractor hereby grants County a non-exclusive, non-transferable right to access and use the Atlas during the Term, solely for use by unlimited Authorized Users in accordance with the terms and conditions herein. Such use is limited to County's internal use. Contractor shall provide to County Access Credentials within a reasonable time following the execution and delivery of this Agreement. County will designate up to ten 10 of Authorized Users as Administrators, who will have the ability to upload and maintain County Data to the Atlas, select datasets from the Curated Data for inclusion in the Atlas, and control certain aspects of the Atlas' functionality. County will be responsible for any actions taken by its Authorized Users and all actions taken, whether authorized or unauthorized, using the Access Credentials of any of its Authorized Users. County will keep, and cause its Authorized Users to keep, any Access Credentials strictly

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confidential and not share them with any unauthorized person. If any Authorized User ceases to be authorized by County to use the Atlas, County will promptly notify Contractor and terminate such person's access to the Atlas.

3. **DOCUMENTATION LICENSE.** Contractor hereby grants to County a non-exclusive, non-sublicensable, non-transferrable license to use the Documentation during the Term solely for County's internal purposes in connection with its use of the Atlas.
4. **COUNTY DATA.** County hereby irrevocably grants all such rights and permissions in or relating to County Data as are necessary or useful to Contractor sufficient to include such County Data in the Atlas and for Contractor to perform its obligations hereunder, including Professional Services hereunder. As between County and Contractor, County is and will remain the sole and exclusive owner of all right, title, and interest in and to all County Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted above.
5. **THIRD-PARTY ACCESS TO THE ATLAS.** Subject to and conditioned on County's compliance with the terms and conditions of this Agreement, Contractor will host the Atlas and permit third-parties to access it, subject to their assent to the Atlas Terms of Use attached set forth at the end of this Attachment C.
6. **USE RESTRICTIONS.** County shall not, and shall not permit any other person to, access or use the Atlas or the Documentation except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, County shall not, except as this Agreement expressly permits:
  - a. copy, modify, or create derivative works or improvements of the Platform or Contractor Materials;
  - b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Atlas or any Contractor Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
  - c. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Atlas or other Contractor Materials, in whole or in part;
  - d. bypass or breach any security device or protection used by the Atlas or any other Contractor Materials or access or use the Atlas or any Contractor Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
  - e. input, upload, transmit, or otherwise provide to or through the Atlas or Contractor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worms, malware or other harmful code;
  - f. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Atlas or any other Contractor Materials, or Contractor's provision of services to any third party, in whole or in part
  - g. remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any content available the Atlas, or any copy thereof;
  - h. access or use the Atlas or any other Contractor Materials in any manner that violates any applicable Law;
  - i. access or use the Atlas or any other Contractor Materials for purposes of competitive analysis of the Atlas or any other Contractor Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Contractor's detriment or commercial disadvantage; or

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- j. otherwise access or use the Atlas or Contractor Materials beyond the scope of the authorization granted under this Agreement.
7. **SUSPENSION.** Contractor may temporarily suspend County's and any Authorized User's access to any portion or all of the Atlas if: (i) Contractor reasonably determines that (A) there is a threat or attack on any of the Contractor Materials; (B) County's or any Authorized User's use of the Contractor IP disrupts or poses a security risk to the Contractor Materials or to any other customer or vendor of Contractor; (C) County, or any Authorized User, is using the Contractor IP for fraudulent or illegal activities; (D) subject to applicable law, County has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Contractor's provision of the services, including under this Agreement, to County or any Authorized User is prohibited by applicable law; or (ii) any vendor of Contractor has suspended or terminated Contractor's access to or use of any third-party services or products required to enable County to access the Services (any such suspension described in subclause (i) or (ii), a "Service Suspension"). Contractor shall use commercially reasonable efforts to provide written notice of any Service Suspension to County and to provide updates regarding resumption of access to the Services following any Service Suspension. Contractor shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Contractor will have no liability for any damage, liabilities, or losses that County or any Authorized User may incur as a result of a Service Suspension.
8. **RESERVATION OF RIGHTS.** Nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to, the Platform, the Curated Data, the Atlas or any other Contractor Materials, or Third-Party Materials, whether expressly or by implication, estoppel, or otherwise. All right, title and interest in and to the Platform, the Curated Data, the Atlas, all other Contractor Materials, and Third-Party Materials and will remain with Contractor and the respective rights holders in Third-Party Materials. For the avoidance of doubt, nothing in this Agreement grants County (a) any right to reproduce, modify, distribute, or publicly display or perform the software included in the Atlas or the Documentation or (b) any other right to the Atlas, the Documentation or the Curated Data not specifically set forth herein. County further acknowledges and agrees that it has no right to obtain a copy of the software included in the Atlas.

#### Atlas Terms of Use

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.**

Welcome to the Health Atlas (the "Site") of County of Lassen, California (the "County"), hosted and powered by Metopio Inc. ("Metopio"). The following terms of use ("Terms of Use") govern your use of this Site, and constitute a contract between you and Metopio. Metopio reserves the right to change these Terms of Use at any time and your continued usage of this Site after such changes constitutes your acceptance of the new Terms of Use.

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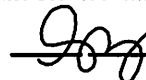
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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Before sending a notice to Metopio, you should confirm that you are the copyright owner or have rights to the copyright which the DMCA requires. Contact information for Metopio's Copyright Agent for notice of claims of copyright infringement is provided below:

Copyright Agent, Metopio Inc., 350 N. Orleans Street, Suite 9000N, Chicago, IL 60654

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## DISCLAIMER OF WARRANTIES

You acknowledge that neither the County nor Metopio guarantees or warrants that Content available from the Site will be free of viruses or other destructive code. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER the COUNTY NOR METOPIO WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER HARMFUL MATERIAL THAT MAY EFFECT YOU, YOUR DATA OR EQUIPMENT AS A RESULT OF YOUR USE OF THE SITE. YOU EXPRESSLY AGREE THAT USE OF THE SITE, THE CONTENT AND MATERIALS IS AT YOUR SOLE RISK. THIS SITE, THE CONTENT AND THE MATERIALS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER THE COUNTY NOR METOPIO IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS.

NEITHER THE COUNTY NOR METOPIO REPRESENTS OR WARRANTS THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; WHILE THE COUNTY AND METOPIO HAVE WORKED DILIGENTLY TO PROVIDE YOU WITH SOUND, ACCURATE AND REASONABLE DATA, NEITHER THE COUNTY NOR METOPIO MAKES ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS SITE, DATA, CONTENT OR MATERIALS AVAILABLE ON OR THROUGH THIS SITE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COUNTY AND METOPIO DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THIS SITE, CONTENT OR MATERIALS YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY OR METOPIO, OR ANY OF THEIR RESPECTIVE OFFICIALS, AGENTS, EMPLOYEES OR OFFICERS OR BOARD MEMBERS ("COVERED PARTIES"), BE LIABLE FOR ANY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS SITE OR ANY CONTENT MADE AVAILABLE ON OR THROUGH IT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event that Metopio is liable for any damages arising in connection with this Site or any Content made available on or through it, the aggregate liability of Metopio shall not exceed \$100.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, SO THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE INDEPENDENT AND SHALL SURVIVE ANY FAILURE OF ANY REMEDY (EXCLUSIVE OR OTHERWISE).<sup>[ES1]</sup>

## INDEMNIFICATION AND WARRANTIES

You agree to defend, indemnify and hold the County and Metopio<sup>[ES2]</sup> harmless from and against any claims, actions, demands, liabilities, losses or damages (including reasonable legal and accounting fees) arising out of or related to your<sup>[ES3]</sup> use of this Site or the Content, any violation of these Terms of Use by you<sup>[ES4]</sup>, or any violation of any rights of any person or entity by you. The County and Metopio shall provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

## CHOICE OF LAW, WAIVER AND CLAIMS

These Terms of Use shall be governed by the laws of the State of Illinois<sup>[ES5]</sup> without regard to its conflict of law provisions. All disputes that may arise between you and Metopio shall be filed only in state or federal court located in Chicago, Illinois and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms of Use. Metopio's or the County's

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failure to exercise or enforce any right or provision of the Terms of Use will not be deemed to be a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to modify such provision to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.[ES6]

A printed version of these Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **EVENTS BEYOND OUR CONTROL**[ES7]

You absolve and release the County and Metopio from any claim of harm resulting from any cause beyond the County's or Metopio's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telecommunications or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

#### **MISCELLANEOUS**

You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part, without Metopio's prior written consent. These Terms of Use shall be binding upon and inure to the benefit of each of us and our respective successors and permitted assigns. No waiver by Metopio of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure or delay by Metopio to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provisions. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason such provision shall be eliminated or limited to the minimum extent such that the remaining provisions hereof will continue in full force and effect.

**END OF ATTACHMENT "C"**

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**ATTACHMENT D  
AGREEMENT BETWEEN  
LASSEN COUNTY  
AND  
METOPIO, INC.**

**GENERAL PROVISIONS**

- D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
  - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
  - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
  - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY
  - D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
  - D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

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D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

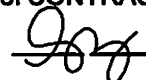
D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees

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and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code or other applicable statute.

- D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.
- D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.
- D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Barbara Longo, Director  
Lassen County Health and Social Services  
1345 Paul Bunyan Rd. Suite B  
PO Box 1180  
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

- D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be

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allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

**D.6 INDEMNITY.** COUNTY shall not be liable for, and contractor shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim to the extent a court of competent jurisdiction determines that such Claim was caused by the negligence or willful misconduct of County Parties.

Except with respect to CONTRACTOR'S indemnification obligations above, in no event will either party hereunder, or any of its subsidiaries, affiliates, facilities, directors, officers, employees, agents, or any of their respective successors or assigns, be liable to the other party for special, consequential, exemplary, punitive, incidental or other indirect damages, losses, or expenses. this limitation applies to any liability, including liability arising in tort or contract, and even if that party has been advised in advance or is aware of the possibility of that liability.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

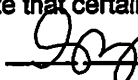
**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property

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may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.**

**D.13.1** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

**D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

**D.13.1.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Ninety-Three Thousand Two Hundred Fifty Dollars (\$93,250). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

**D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** Subject to Sections C.5(3, 4 and 8) on Attachment C, all professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services

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hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request a corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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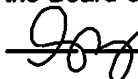
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- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said

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corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

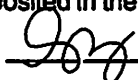
**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail,

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with postage thereon fully prepaid, and addressed to the party so to be served as follows:

**D.39 NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

If to "COUNTY":

Barbara Longo, Director  
Lassen County Health and Social Services  
1345 Paul Bunyan Rd, Suite B  
Susanville, CA 96130

If to "CONTRACTOR":

Will Snyder, CEO  
Metopio Inc.  
350 North Orleans St. Suite #9000N  
Chicago, IL 60654  
(614) 219-3296

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Metopio Inc. v.1 23.24

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AGREEMENT BETWEEN LASSEN COUNTY AND METOPIO INC.

**END OF ATTACHMENT "D"**

**ATTACHMENT E  
AGREEMENT BETWEEN COUNTY OF LASSEN  
AND  
METOPIO INC.**

**BUSINESS ASSOCIATE AGREEMENT**

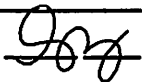
THIS AGREEMENT is made effective the First day of February, 2024 by and between LASSEN COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", and Metopio Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

**RECITALS:** This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as the "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Lassen County and Metopio Inc., dated, February 1, 2024, and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

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In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- 1.1 *Business Associate.* Business Associate shall mean Metopio Inc.

- 1.2 *Covered Entity.* Covered Entity shall mean that part of the County of Lassen designated as the hybrid entity within the County of Lassen subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).

- 1.3 *Designated Record Set.* Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.

- 1.4 *Individual.* Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

- 1.5 *Privacy Rule.* Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.

- 1.6 *Protected Health Information.* Protected Health Information shall have the same meaning as the term Protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.7 *Required By Law.* Required by law shall have the same meaning as the term required by law in Section 164.501.

- 1.8 *Secretary.* Secretary shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

2. **Obligations and Activities of Business Associate:**

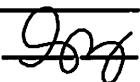
- 2.1 Business Associate agrees to provide National Provider Identification (NPI) number to Covered Entity for billing of services provided.

- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

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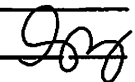


- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

**3. Permitted Uses and Disclosures by Business Associate: Except as otherwise**

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limited in this Agreement, Business Associate may use or disclose Protected. Health Information to perform functions, activities, or services for, or on behalf of Covered Entity as specified the Arrangement Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

5. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. **Term and Termination:**

6.1 *Term.* The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

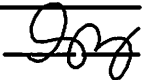
6.3 *Effect of Termination.*

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible,

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for so long as Business Associate maintains such Protected Health Information.

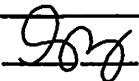
**7. Miscellaneous:**

- 7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104C19 1.
- 7.3 *Survival.* The respective rights and obligations of Business Associate under Section D.13 Effect of Termination of this Agreement shall survive the termination of this Agreement.
- 7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

**END OF ATTACHMENT E**

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**EXHIBIT F  
AGREEMENT BETWEEN LASSEN COUNTY  
AND  
METOPIO, INC.**

**BUSINESS ASSOCIATE ADDENDUM**

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This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Lassen County referred to herein as Covered Entity (CE), and Metopio, Inc., referred to herein as Business Associate (BA). This Addendum is effective as of the date of execution.

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance 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.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

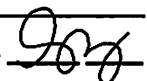
**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. **Electronic Protected Health**

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**Information** means Protected Health Information that is maintained in or transmitted by electronic media.

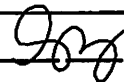
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) 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, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act or 42 CFR Part 2, if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will

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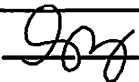


be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient 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 [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 30 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record

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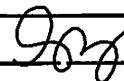


Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Insurance provisions in Paragraph D.5 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.

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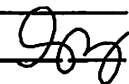
- n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the

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HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. Indemnification**

Indemnification provision in Paragraph D.6 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.

#### **5. Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, 42 CFR Part 2 or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **6. Certification**

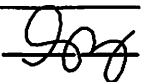
To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

#### **7. Amendment**

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum 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 HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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- b. **Amendment of Attachment A.** Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of the Contract or Addendum.

**8. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**9. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

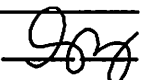
**10. Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

**11. Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule.

**END OF EXHIBIT F**

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**ATTACHMENT G  
AGREEMENT BETWEEN COUNTY OF LASSEN  
AND  
METOPIO, INC.**

**NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS**

**METOPIO INC.  
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objective of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

**END OF ATTACHMENT G**

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