

AGREEMENT NO. _____ - _____

(Agreement for the Provision of Pre- and Post-Release Evidence Based Services at the Yolo County Day Reporting Center)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2014, by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Sacramento County Office of Education (SCOE), a political subdivision of the State of California, (collectively “Parties”).

WITNESSETH:

WHEREAS, the 2011 Public Safety Realignment encompassed in AB 109 redefines many felonies and shifts responsibilities to local jurisdictions for the housing and rehabilitation of many offenders. It represents an intentional effort to remove from California prisons – permanently – those offenders who arguably represent the least danger to their community and who have the highest capacity for reform and rehabilitation; and

WHEREAS, the Community Corrections Partnership (CCP) acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. Yolo County CCP is taking an active and collaborative role in reforming existing corrections practices by emphasizing the importance of evidence-based practices and cost-effective strategies. Considering the significant shift of state responsibilities to local jurisdictions, CCP Chair and Interim Chief Probation Officer Marlon Yarber stated that Yolo County can only afford to implement cost effective strategies that are known to improve public safety; and

WHEREAS, an allocation of \$1 million was recommended by the CCP to the Board of Supervisors to fund the development and implementation of these services; and

WHEREAS, on July 24th, 2012 the Board of Supervisors approved the Year-2 Public Safety Realignment Plan, which included the \$1 million dollar recommendation, above, to fund a Day Reporting Center and community based treatment services to address offender needs with the goal of reducing recidivism; and

WHEREAS, a November 13, 2012, approval by the Board of Supervisors of the DRC award and the County has established a Day Reporting Center (DRC) to help mitigate their expanded responsibilities and overcrowding issues in county jails due to the larger correctional population attributed to the passing of AB109; and

WHEREAS, SCOE has indicated that is has the necessary ability, training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it is able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with the stated goals and objectives of AB109; and

WHEREAS, SCOE is currently successfully delivering pre- and post-release evidence based services at the County’s DRC and whose program is addressing the causes of re-offending behavior among AB109 inmates, pursuant to Agreement No. 2013-211, entered into by the Parties on January 1, 2013; and

WHEREAS, the Parties now desire to amend Agreement No. 2013-211; and

WHEREAS, SCOE represents and warrants that neither SCOE, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, SCOE further represents and warrants that no conditions or events now exist which give rise to SCOE or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Agreement No. 2013-211 maintains provisions under the original Request for Proposals for a Day Reporting Center to allow approved extension of this agreement as approved by the Community Corrections Partnership and the Board of Supervisors; and

WHEREAS, SCOE understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the SCOE agree as follows:

I. BASIC SERVICES

A. SCOE shall provide pre- and post-release evidence-based services at the Yolo County DRC in accordance with Exhibits A-B to offenders that represent the least danger to the community and demonstrate the highest capacity for reform and rehabilitation in a manner satisfactory to the County Sheriff and Chief Probation Officer or their written designee. The Sheriff and Chief Probation Officer shall refer the offenders to the appropriate DRC for services.

B. The Yolo County DRC will operate under this contract, as jointly managed by the Sheriff’s Office and the Yolo County Probation Department. The County will provide all facilities, phone lines, and internet in accordance with this Agreement and Exhibit A.

C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

- | | |
|-----------|--------------------|
| Exhibit A | Scope of Work |
| Exhibit B | HIPAA Requirements |

In the event of any conflict between any of the provisions of this Agreement (including the

Exhibits), the more specific provisions shall prevail.

D. The Sheriff and Chief Probation Officer or their designee may approve modifications of the term, scheduling and billing rates, provided that there is no increase in the total compensation as set forth in Section II of this Agreement. Any such approval will be in writing.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services required by this Agreement, and subject to the condition that the services have been completed in a manner satisfactory to the Sheriff and Chief Probation Officer, compensation to be paid to SCOE for all services required by this Agreement shall not exceed One Million Three Hundred and Seventy Thousand, Two Hundred Eighty Two Dollars (\$1,370,282) for the entire term of July 1, 2014 through June 30, 2016 as follows: Six Hundred Eighty Five Thousand, One Hundred Forty One Dollars (\$685,141) for July 1, 2014, through June 30, 2015, and Six Hundred Eighty Five Thousand, One Hundred Forty One (\$685,141) for July 1, 2015 through June 30, 2016, as set forth below. A program review will be presented annually to the Community Corrections Partnership and prior to the Parties negotiating the costs for those services performed after June 30, 2016.

July 1, 2014, through June 30, 2015	\$685,141
July 1, 2015 through June 30, 2016	<u>\$685,141</u>
Total Amount:	\$1,370,282

B. The compensation set forth above includes reimbursement for all expenses incurred by SCOE in the performance of this Agreement.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of services in a manner that is satisfactory to the Sheriff and Chief Probation Officer, SCOE shall submit an invoice detailing the services provided, the person(s) providing the service, the agreed upon monthly salary for each person providing the service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for travel reimbursement shall also include a copy of the Sheriff's and/or Chief Probation Officer's or their designee's written approval in advance of such expenses being incurred. If requested by the County, SCOE shall provide any further documentation to verify the compensation and reimbursement sought by SCOE.

B. Within fifteen (15) calendar days of the receipt of SCOE's detailed invoice, the Sheriff and Chief Probation Officer shall either authorize payment or advise SCOE in writing of any concerns that the Sheriff has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Sheriff and Chief Probation Officer authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise SCOE in writing of any concerns that the County Auditor-Controller has

with the request and any need for further documentation.

IV. REPORTS

A. SCOE shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Sheriff or Chief Probation Officer, as the times and in the manner specified by this Agreement, or by the Sheriff or Chief Probation Officer if not so specified. Any other provision of this Agreement notwithstanding, should SCOE fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due SCOE pursuant to this Agreement until such report is properly submitted as determined by the Sheriff and Chief Probation Officer or their designee.

B. County shall provide SCOE with all information pertinent to the services required of SCOE by this Agreement which is requested by SCOE and which is within County's possession. No charge will be made for these materials. County's failure to provide such information will relieve SCOE of its obligation to perform under this Agreement when the information is necessary for its performance.

V. RECORDS RETENTION

SCOE shall retain and make available for review by the Sheriff and Chief Probation Officer and their designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. SCOE shall make such records available for inspection and copying by the Sheriff or Chief Probation Officer and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, SCOE shall notify the Chief Probation Officer. Upon such notification, the Chief Probation Officer shall either agree to the destruction or authorize the records to be forwarded to Probation for further retention.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2014 through June 30, 2016, unless sooner terminated as hereinafter provided. The Agreement shall continue from year-to-year thereafter unless either party terminates the Agreement in accordance with the termination provisions contained herein.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such

default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the SCOE pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the SCOE, in which event the County shall have no obligation to pay the SCOE any further funds or provide other consideration and the SCOE shall have no obligation to provide any further services under this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay SCOE in accordance with this Agreement for all services performed to the satisfaction of the Sheriff and Chief Probation Officer or their designee before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving ninety (90) days written notice to the other party.

E. If either party, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the other party may terminate this Agreement by giving ten (10) days advance written notice thereof to the party.

VII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, the Parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court located in Woodland or Sacramento, California.

VIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Any service provided by either party pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal, State and County laws and regulations and

any administrative directives established by the Sacramento County Board of Education, County Board of Supervisors or the County Administrative Officer.

IX. INDEMNIFICATION

The Parties shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, SCOE shall indemnify, defend and hold harmless the County of Yolo, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of or, as a result of litigation or administrative proceeding(s), alleged to arise out of:

1. Any negligent act, error or omission of SCOE, its officers, agents or employees, in performing the services, responsibilities or duties required of SCOE by this Agreement; or
2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of SCOE by this Agreement.

The County agrees to defend, hold harmless, and indemnify SCOE (including its elected representatives, directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the County, its elected representatives, officers, agents, and employees arising from the County of Yolo's obligations described in this agreement or imposed by law. The indemnification provisions contained in this section (XI) shall apply equally to both parties, and the parties intend that the principles of comparative fault will apply to any claims or liability hereunder.

The provisions of this Section shall survive the termination or expiration of this Agreement.

X. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, the Parties shall at all times both maintain the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a) Comprehensive General Liability** – \$1,000,000/individual and \$2,000,000/occurrence.
 - b) Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).

c) **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate. (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d) **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees exist, this requirement automatically does not apply.) Aid policies shall remain in force through the life of this Agreement.

e) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager and SCOE's Business Services.

f) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Sheriff, Chief Probation Officer (ten (10) days for delinquent insurance premium payments) and SCOE.

g) The policies shall cover all activities of each party, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

XI. WORKERS' COMPENSATION

Both Parties shall be responsible for providing workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement. SCOE shall file the following statement with the County Risk Manager in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of SCOE affirmatively represents that she/he has the requisite legal authority to do so on behalf of SCOE. Both the person executing this Agreement on behalf of SCOE and SCOE understand that the County is relying on this representation in entering into this Agreement.

XII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and SCOE at their respective addresses as follows:

SCOE: Sacramento County Office of Education
10474 Mather Boulevard
P.O. Box 269003
Mather, CA 95655
Attn: Matt Perry, Ed.D., Assistant Superintendent

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Captain Robin Faille

Yolo County Probation Department
2780 East Gibson Road
Woodland, CA 95776
Attn: Brent Cardall, Chief Probation Officer

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

SCOE: (916) 228-2403 County: (530) 668-5238, (530) 406-5330

C. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIII. CONFLICT OF INTEREST

A. Both Parties shall comply with the laws and regulations of the State of California and County 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.

B. Each party covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations and responsibilities hereunder. Each party further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until the termination of this Agreement.

C. The Parties agree that if any fact comes to the attention of either party, which raises any question as to the applicability of any conflict of interest law or regulation, the party will immediately inform the other party and provide all information needed for resolution of the question.

XIV. COVENANT AGAINST CONTINGENT FEES

Each party warrants that it has not employed or retained any company or person, other than a bona fide employee working for the party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, either party shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XV. ASSIGNMENT AND SUBCONTRACTS

SCOE may subcontract any of the following services under this Agreement:

- Orientation
- In-Depth Needs and Risk Assessment
- Development of a Case Service Plan
- Transitional Housing/Sober-Living Environment
- Breathalyzer Testing for Alcohol Use
- Urinalysis Testing for Alcohol and Drug Use
- Substance Abuse Education and Counseling
- Criminal Thinking
- Anger Management
- Domestic Violence
- Cognitive and Life Skills Development
- Parenting and Family Reintegration
- Community Service
- Educational Services/GED Preparation
- Budgeting and Money Management
- Job Readiness and Job Search
- Discharge Planning
- Aftercare
- Referral to Other Agencies

SCOE may subcontract other services under this Agreement if it notifies County prior to such

subcontracting. Any subcontract is subject to approval from the Day Reporting Center Steering Committee. The subcontractor(s) shall maintain the same amount of insurance as required of SCOE by this Agreement and SCOE shall be fully responsible to the County for all work undertaken by subcontractors.

XVI. INDEPENDENT CONTRACTORS

This Agreement is by and between two independent agents, SCOE and the County, and is not intended to and shall not be construed to create the relationship of agent, servant, and/or employee, between the two independent agents. No employer-employee relationship shall exist between the personnel of one party and the other party. Neither party shall have the right to act on behalf of the other party, except as specifically set forth in this Agreement. SCOE and the County shall be expected to independently comply with all relevant laws and regulations, and shall each be responsible for issuing any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of their respective assigned personnel.

XII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County (Yolo) and SCOE.

XIII. WAIVER

The waiver by a party or any of its officers, agents or employees or the failure of a party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

IXX. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of each party affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of that party and to bind that party to the terms and conditions of this Agreement.

XX. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXI. ADDITIONAL PROVISIONS

Except where specifically stated otherwise in this document, the promises in this document benefit the County and SCOE only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and SCOE and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

COUNTY OF YOLO

SCOE

By: _____
Duane Chamberlain, Chairman
Yolo County Board of Supervisors

By: _____
Sacramento County Office of Education

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____

Approved as to Form:

By: _____
Robyn Truitt Drivon, County Counsel

EXHIBIT A
Scope Of Work

The Scope of Work is a continuance of that referenced in Agreement 2013-211, and any agreed and approved amendments by the Community Corrections Partnership and Board of Supervisors.

Scope of Work is subject to review and oversight by the Woodland Day Reporting Center Steering Committee to be chaired by the Chief Probation Officer, or his designee. Membership includes members of the CCP, County stakeholders, and management from the Sacramento County Office of Education's Yolo County Day Reporting Center.

EXHIBIT B
HIPAA COMPLIANCE

- (a) SCOE ("Contractor") shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule" and "Security Rule." Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to

such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County 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, Contractor 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, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.