

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

610



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
April 28, 2009

SUBJECT: Approval of the Agreement between the County of Riverside and Community Health Systems, Inc.

RECOMMENDED MOTION:

- 1) Approve the Agreement with Community Health Systems, Inc. effective May 1, 2009;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Retain one (1) copy and return two (2) copies of the executed agreements to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective February 1, 2007, RCRMC was awarded a grant from the Riverside County Children and Families Commission, also known as First 5 Riverside, to provide dental screening and education services to children less than 5 years of age. As a result of screening services provided at school sites and health fairs, children will be referred to dental offices for dental treatment. The hospital has sought to obtain Agreements with multiple geographically diverse dental offices to provide dental services. Community Health Systems, Inc. has agreed to provide treatment to the patients referred for dental care and oral surgery services and to accept reduced reimbursement for these services.

This Agreement has been approved as to form by County Counsel.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

DB:cg

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Beauford T. Miller, Jr.*
DATE: *4/29/09*
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26

1 **PROFESSIONAL SERVICES AGREEMENT**
2 **BETWEEN**
3 **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**
4 **AND**
5 **COMMUNITY HEALTH SYSTEMS, INC.**

6 This Agreement is made and entered into by and between the County of
7 Riverside, a political subdivision of the State of California, hereinafter referred to
8 as COUNTY, on behalf of Riverside County Regional Medical Center, hereinafter
9 referred to as HOSPITAL, and Community Health Systems, Inc., hereinafter
10 referred to as CONTRACTOR.

11 WHEREAS, Government Code Section 31000 authorizes the HOSPITAL
12 to contract for outpatient Pediatric Dental Professional services to be provided by
13 persons/entities who are specially trained, experienced and competent to
14 perform the services required;

15 WHEREAS, HOSPITAL desires to obtain outpatient Dental Screening,
16 Treatment and Dental Surgical services not available on-site at HOSPITAL
17 facilities to perform specialized dental treatment as part of the Dental Disease
18 Prevention Program for the First 5 Program for patients that the HOSPITAL
19 maintains the responsibility to provide and coordinate medical care and medical
20 services;

21 WHEREAS, CONTRACTOR has the expertise, special skills, knowledge
22 and experience to perform the duties set out herein;

23 NOW THEREFORE, in consideration of the mutual promises, covenants
24 representations and conditions hereinafter contained, the PARTIES hereto
25 mutually agree as follows.

/////

1 **1.0 DESCRIPTION OF SERVICES:**

2 CONTRACTOR will provide outpatient Dental Screening,
3 Treatment and Dental Surgical services as outlined in Attachment A, attached
4 hereto and made part of the Agreement.

5 **2.0 TERM AND TERMINATION:**

6 2.1 TERM. This Agreement shall be effective as of May 1, 2009
7 through June 30, 2009 and automatically continue on a year-to-year basis,
8 unless terminated as specified below in Section 2.2 or as otherwise specified
9 herein.

10 2.2 TERMINATION WITHOUT CAUSE. Either party may
11 terminate this Agreement with or without cause by giving ninety (90) days prior
12 written notice to the other party.

13 2.2.1 In the event of termination of this Agreement,
14 CONTRACTOR shall continue to provide and be compensated for Dental
15 Surgery under the terms of this Agreement to patients who have been authorized
16 for treatment on the date of termination until the effective date of discharge of
17 care or the safe transfer of such patients to another Health Care Provider, or a
18 period of ninety (90) days, whichever comes first.

19 2.3 NON-AVAILABILITY OF FUNDS. In the event of non-
20 availability of COUNTY funds, this Agreement shall be deemed terminated and
21 have no further force and effect immediately on receipt of COUNTY's notification
22 to CONTRACTOR.

23 **3.0 COMPENSATION:**

24 3.1 In consideration of services provided by CONTRACTOR
25

1 pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment
2 in accordance with HOSPITAL policy and procedure. CONTRACTOR shall
3 submit complete and accurate claims to HOSPITAL within one hundred and
4 twenty (120) days from the date of service. Claims must be submitted on a
5 Universal Billing Form (UB92), HCFA 1500 Form or its successor claim form.
6 CONTRACTOR shall not seek payment for claims submitted after one (1) year
7 from the date of service. CONTRACTOR shall accept the payments for services
8 as described above in Section 1.0 and specified in Attachment A, attached
9 hereto, as payment in full.

10 3.2 Maximum payments to CONTRACTOR shall not exceed
11 forty thousand (\$40,000) dollars per year. Payments to CONTRACTOR shall be
12 made on a monthly basis during the Term of this Agreement.

13 **4.0 HOLD HARMLESS-INDEPENDENT CONTRACTOR:**

14 4.1 CONTRACTOR shall indemnify and hold harmless all
15 Agencies, Districts, Special Districts and Departments of the County of Riverside,
16 their respective directors, officers, Board of Supervisors, elected and appointed
17 officials, employees, agents and representatives from any liability whatsoever,
18 based or asserted upon any services of CONTRACTOR, its offices, employees,
19 subcontractors, agents or representatives arising out of or in any way relating to
20 this Agreement, including but not limited to property damage, bodily injury, or
21 death or any other element of any kind or nature whatsoever and resulting from
22 any reason whatsoever arising from the performance of CONTRACTOR, its
23 offices, agents, employees, subcontractors, agents or representatives from this
24 Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees
25 including but not limited to attorney fees, cost of investigation, defense and

1 settlements or awards all Agencies, Districts, Special Districts and Departments
2 of the County of Riverside, their respective directors, officers, Board of
3 Supervisors, elected and appointed officials, employees, agents and
4 representatives in any claims or action based upon such alleged acts or
5 omissions.

6 4.2 With respect to any action or claim subject to indemnification
7 herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right
8 to use counsel of their own choice and shall have the right to adjust, settle, or
9 compromise any such action or claim without the prior consent of COUNTY;
10 provided, however, that any such adjustment, settlement or compromise in no
11 manner whatsoever limits or circumstances CONTRACTOR'S indemnification to
12 COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify
13 and hold harmless COUNTY shall be subject to COUNTY having given
14 CONTRACTOR written notice within a reasonable period of time of the claim or
15 the commencement of the related action, as the case may be, and information
16 and reasonable assistance, at CONTRACTOR'S expense, for the defense or
17 settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied
18 when CONTRACTOR has provided to COUNTY the appropriate form of
19 dismissal relieving COUNTY from any liability for the action or claim involved.

20 4.3 The specified insurance limits required in this Agreement
21 shall in no way limit or circumscribe CONTRACTOR'S obligation to indemnify
22 and hold harmless the COUNTY herein from third party claims.

23 4.4 In the event there is conflict between this clause and
24 California Civil Code Section 2782, this clause shall not be interpreted to comply
25 with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR

1 from indemnifying the COUNTY to the fullest extent allowed by law.

2 **5.0 INSURANCE:**

3 5.1 Without limiting or diminishing the CONTRACTOR'S
4 obligation to indemnify or hold the HOSPITAL harmless, CONTRACTOR shall
5 procure and maintain or cause to be maintained, at its sole cost and expense,
6 the following insurance and/or self- insurance coverages during the term of this
7 Agreement.

8 5.2 WORKERS' COMPENSATION

9 If the CONTRACTOR has employees as defined by the State of
10 California, the CONTRACTOR shall maintain statutory Workers' Compensation
11 Insurance (Coverage A) and/or self insurance as prescribed by the laws of the
12 State of California. Policy shall include Employers' Liability (Coverage B)
13 including Occupational Disease with limits not less than **\$1,000,000** per person
14 per accident. The policy shall be endorsed to waive subrogation in favor of The
15 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
16 Employer Endorsement.

17 5.3 COMMERCIAL GENERAL LIABILITY

18 Commercial General Liability insurance coverage, including but not limited to,
19 premises liability, contractual liability, products and completed operations liability,
20 personal and advertising injury covering claims which may arise from or out of
21 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
22 Agencies, Districts, Special Districts, and Departments of the County of
23 Riverside, their respective directors, officers, Board of Supervisors, employees,
24 elected or appointed officials, agents or representatives as Additional Insured.
25 Policy's limit of liability shall not be less than **\$1,000,000** per occurrence

1 combined single limit. If such insurance contains a general aggregate limit, it
2 shall apply separately to this agreement or be no less than two (2) times the
3 occurrence limit.

4 5.4 VEHICLE LIABILITY

5 If CONTRACTOR'S vehicles or mobile equipment are used in the
6 performance of the obligations under this Agreement, then CONTRACTOR shall
7 maintain liability insurance and/or self-insurance for all owned, non-owned or
8 hired vehicles so used in an amount not less than **\$1,000,000** per occurrence
9 combined single limit. If such insurance contains a general aggregate limit, it
10 shall apply separately to this agreement or be no less than two (2) times the
11 occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and
12 Departments of the County of Riverside, their respective directors, officers, Board
13 of Supervisors, employees, elected or appointed officials, agents or
14 representatives as Additional Insured.

15 5.5 PROFESSIONAL LIABILITY INSURANCE

16 Contractor shall maintain Professional Liability and/or self-
17 insurance coverage for the Contractor's performance of work included within this
18 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
19 **\$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is
20 written on a claims made basis rather than an occurrence basis, such insurance
21 shall continue through the term of this Agreement and CONTRACTOR shall
22 purchase at his sole expense either 1) an Extended Reporting Endorsement
23 (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
24 a retroactive date back to the date of, or prior to, the inception of this Agreement;
25 3) demonstrate through Certificates of Insurance that CONTRACTOR has

1 maintained continuous coverage with the same or original insurer. Coverage
2 provided under items; 1), 2) or 3) will continue for a period of five (5) years
3 beyond the termination of this Agreement.

4 5.6 GENERAL INSURANCE PROVISIONS – ALL LINES

5 1) Any insurance carrier providing insurance coverage
6 hereunder shall be admitted to the State of California and have an A M BEST
7 rating of not less than A: VIII (A:8) unless such requirements are waived, in
8 writing, by the County Risk Manager. If the County's Risk Manager waives a
9 requirement for a particular insurer such waiver is only valid for that specific
10 insurer and only for one policy term.

11 2) The CONTRACTOR'S insurance carrier(s) must
12 declare its insurance deductibles or self-insured retentions. If such deductibles
13 or self-insured retentions exceed \$500,000 per occurrence such deductibles
14 and/or retentions shall have the prior written consent of the County Risk Manager
15 before the commencement of operations under this Agreement. Upon
16 notification of deductibles or self insured retentions unacceptable to the
17 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
18 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
19 retention's as respects this Agreement with the HOSPITAL, or 2) procure a bond,
20 which guarantees payment of losses and related investigations, claims
21 administration, and defense costs and expenses.

22 3) CONTRACTOR shall cause CONTRACTOR'S
23 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
24 executed original Certificate(s) of Insurance and certified original copies of
25 Endorsements effecting coverage as required herein, or 2) if requested to do so

1 orally or in writing by the County Risk Manager, provide original Certified copies
2 of policies including all Endorsements and all attachments thereto, showing such
3 insurance is in full force and effect. Further, said Certificate(s) and policies of
4 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
5 days written notice shall be given to the County of Riverside prior to any material
6 modification, cancellation, expiration or reduction in coverage of such insurance.

7 In the event of a material modification, cancellation, expiration, or reduction in
8 coverage, this Agreement shall terminate forthwith, unless the County of
9 Riverside receives, prior to such effective date, another properly executed
10 original Certificate of Insurance and original copies of endorsements or certified
11 original policies, including all endorsements and attachments thereto evidencing
12 coverage's set forth herein and the insurance required herein is in full force and
13 effect. **CONTRACTOR shall not commence operations until the HOSPITAL
14 has been furnished original Certificate (s) of Insurance and certified
15 original copies of endorsements or policies of insurance including all
16 endorsements and any and all other attachments as required in this
17 Section. An individual authorized by the insurance carrier to do so on its
18 behalf shall sign the original endorsements for each policy and the
19 Certificate of Insurance.**

20 4) It is understood and agreed to by the parties hereto
21 and the insurance company(s), that the Certificate(s) of Insurance and policies
22 shall so covenant and shall be construed as primary insurance, and the
23 HOSPITAL'S insurance and/or deductibles and/or self-insured retention's or self-
24 insured programs shall not be construed as contributory.

25 5) The COUNTY'S Reserved Rights--Insurance. If,

1 during the term of this Agreement or any extension thereof, there is a material
2 change in the scope of services; or, there is a material change in the equipment
3 to be used in the performance of the scope of work (such as the use of aircraft or
4 watercraft) the COUNTY reserves the right to adjust the types of insurance
5 required under this Agreement and the monetary limits of liability for the
6 insurance coverage's currently required herein, if; in the County Risk Manager's
7 reasonable judgment, the amount or type of insurance carried by the
8 CONTRACTOR has become inadequate.

9 6) CONTRACTOR shall pass down the insurance
10 obligations contained herein to all tiers of subcontractors working under this
11 Agreement.

12 7) The insurance requirements contained in this
13 Agreement may be met with a program(s) of self-insurance acceptable to the
14 HOSPITAL.

15 **6.0 AVAILABILITY OF FUNDING:**

16 The HOSPITAL obligation for payment of any contract beyond the
17 current fiscal year end is contingent upon the availability of funding from which
18 payment can be made. No legal liability on the part of the HOSPITAL shall arise
19 for payment beyond June 30 of the calendar year unless funds are made
20 available for such performance.

21 **7.0 RECORDS AND DOCUMENTS:**

22 7.1 CONTRACTOR shall make available, upon written request
23 by and duly authorized Federal, State or COUNTY agency, a copy of this
24 Agreement and such books, documents and records as are necessary to certify
25 the nature and extent of the costs of the services provided by CONTRACTOR.

1 CONTRACTOR shall maintain books and records for at least five (5) years from
2 the termination of this Agreement.

3 7.2 CONTRACTOR agrees to provide HOSPITAL with reports
4 and information relative to this Agreement and in accordance with terms set forth
5 herein, as may be requested by HOSPITAL.

6 **8.0 CONFIDENTIALITY:**

7 CONTRACTOR agrees to protect from unauthorized disclosure
8 names and other identifying information concerning either persons receiving
9 services under this Agreement or persons whose names or other identifying
10 information becomes known to CONTRACTOR as a result of services performed
11 under this Agreement, except statistical information not identifying any such
12 person.

13 8.1 CONTRACTOR shall not disclose, except as otherwise
14 specifically permitted by this Agreement or authorized by the client or client's
15 representative, any such identifying information to anyone other than authorized
16 HOSPITAL personnel without prior written authorization from the HOSPITAL.

17 8.2 For the purpose of this paragraph, "identify" shall include, but
18 not be limited to, name, identifying number, symbol, or other identifying particular
19 assigned to the individual, such as finger or voiceprint or photograph.

20 8.3 CONTRACTOR shall observe all Federal, State and
21 COUNTY laws and regulations, including, but not limited to, the Health Insurance
22 Portability and Accountability Act (HIPPA) of 1996, concerning the security and
23 privacy of patient records and information.

24 **9.0 LICENSE:**

25 CONTRACTOR shall, through the Term of this Agreement, maintain

1 all licenses necessary for the provision of the services hereunder and required by
2 the laws and regulations of the United States, the State of California, County of
3 Riverside, and all other governmental agencies. CONTRACTOR shall notify
4 HOSPITAL immediately, in writing, of inability to obtain or maintain such license.
5 Said inability shall be cause for termination of this Agreement.

6 9.1 CONTRACTOR shall ensure that CONTRACTOR'S
7 employees, agents, and subcontractors performing services under the terms of
8 this Agreement are in compliance with all relative licensing requirements.
9 CONTRACTOR hereby agrees to notify HOSPITAL immediately, in writing, of
10 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and
11 subcontractors to obtain or maintain such license(s). Said inability shall be cause
12 for termination of this Agreement.

13 9.2 COPY REQUIRED. A copy of each such license, permit,
14 approval, waiver, exemption, registration, accreditation, and certificate shall be
15 provided to Contracts Administration, upon request.

16 9.3 Further, CONTRACTOR hereby agrees to abide by the
17 standards of medical practice of the profession when performing services
18 hereunder.

19 **10.0 NONDISCRIMINATION AND ELIGIBILITY:**

20 The CONTRACTOR shall not discriminate in the provision of
21 services, allocation of benefits, accommodation in facilities, or employment of
22 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
23 religion, national origin, sexual preference, sex, age (over 40), marital status,
24 medical attention, or physical or mental handicap, and shall comply with all other
25 requirements of law regarding non discrimination and affirmative action including

1 those laws pertaining to the prohibition of discrimination against qualified
2 handicapped persons in all programs or activities.

3 10.1 For the purpose of this Agreement, distinctions on the
4 grounds of race, religion, color, sex, national origin, age, or physical or mental
5 handicap include but are not limited to the following:

6 1. Denying an eligible person or providing to an eligible
7 person any services or benefit which is different, or is provided in a different
8 manner or at a different time from that provided to other eligible persons under
9 this Agreement.

10 2. Subjecting an eligible person to segregation or
11 separate treatment in any matter related to his receipt of any service, except
12 when necessary for infection control.

13 3. Restricting an eligible person differently in any way in
14 the enjoyment of any advantage or privilege enjoyed by others receiving similar
15 service or benefit.

16 4. Treating an eligible person differently from others in
17 determining whether he satisfied any eligibility, membership, or other
18 requirement or condition which individuals must meet in order to be provided a
19 similar service or benefit.

20 5. The assignment of times or places for the provision of
21 services on the basis of race, religion, color, sex, national origin, age, or physical
22 or mental handicap of the eligible person to be served.

23 **11.0 CONFLICT OF INTEREST:**

24 CONTRACTOR and CONTRACTOR'S employees shall have no
25 interest, and shall not acquire any interest, direct or indirect, which will conflict in

1 any manner or degree with the performance of services required under this
2 Agreement.

3 **12.0 ALTERATION:**

4 The Board of Supervisors and the COUNTY Purchasing Agent are
5 the only authorized COUNTY representatives who may at any time, by written
6 order, make alterations within the general scope of this contract, in the definition
7 of services to be performed, and the time (i.e. hours of the day, days of the week,
8 etc.) and place of performance thereof. If any such alteration causes an increase
9 or decrease in the cost of, or the time required for the performance of any part of
10 the work under this contract, an equitable adjustment shall be made in the
11 contract price or delivery schedule, or both, and the contract shall be modified in
12 writing accordingly. Any claim by the CONTRACTOR for adjustment under this
13 paragraph shall be assessed within thirty (30) days of when the CONTRACTOR
14 received notice of the alteration in the work. Notwithstanding the foregoing, if the
15 COUNTY Purchasing Agent decides that the facts provide sufficient justification,
16 he/she may receive and act upon any claim, which is asserted by the
17 CONTRACTOR at any time prior to final payment under this Agreement.
18 However, nothing in this clause shall excuse the CONTRACTOR from
19 proceeding with the contract as changed.

20 **13.0 ASSIGNMENT:**

21 CONTRACTOR may not delegate the obligations hereunder, either in
22 whole or in part, without prior written consent of the County Purchasing Agent
23 and the HOSPITAL provided, however, obligations undertaken by
24 CONTRACTOR pursuant to this Agreement may be carried out by means of
25 subcontracts if approved by HOSPITAL and the County Purchasing Agent. No

1 subcontract shall terminate or alter the responsibilities of the CONTRACTOR to
2 the HOSPITAL pursuant to this Agreement. CONTRACTOR may not assign the
3 rights hereunder, either in whole or in part, without prior written consent of the
4 HOSPITAL and the County Purchasing Agent. Any attempted assignment or
5 delegation in derogation of this paragraph shall be void. A change in the
6 business structure of CONTRACTOR, including but not limited to, change in the
7 majority ownership, change in the form of CONTRACTOR'S business
8 organization, management of CONTRACTOR, CONTRACTOR'S ownership of
9 other business dealing with CONTRACTOR under this Agreement, or filing of
10 bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of
11 this paragraph.

12 **14.0 ADMINISTRATION:**

13 The HOSPITAL Director/Chief Executive Officer (CEO) (or
14 designee) shall administer this Agreement on behalf of the COUNTY.

15 **15.0 WAIVER:**

16 Any waiver by HOSPITAL of any breach of any one or more of the
17 terms of this Agreement shall not be construed to be a waiver of any subsequent
18 or other breach of the same or of any other term thereof. Failure on the part of
19 the HOSPITAL to require exact, full and complete compliance with any terms of
20 this Agreement shall not be construed as in any manner changing the terms
21 hereof or stopping HOSPITAL from enforcement hereof.

22 **16.0 JURISDICTION, VENUE, ATTORNEY FEES:**

23 This Agreement and its contraction and interpretation as to validity,
24 performance and breach shall be construed under the laws of the State of
25 California. Any legal action related to this Agreement shall be filed in the

1 appropriate court (Municipal or Superior) of the State of California located in
2 Riverside, California.

3 **17.0 SEVERABILITY:**

4 In the event any provision in this Agreement is held by a court of
5 competent jurisdiction to be invalid, void or unenforceable, the remaining
6 provisions will nevertheless continue in full force without being impaired or
7 invalidated in any way.

8 **18.0 CAPTIONS AND PARAGRAPH HEADINGS:**

9 Captions and paragraph headings used in this Agreement are for
10 convenience only and are not a part of this Agreement and shall not be used in
11 construing this Agreement.

12 **19.0 NOTICES:**

13 All correspondence and notices required or contemplated by this
14 Agreement shall be delivered to the respective parties at the addresses set forth
15 below and are deemed submitted one day after their deposit in the United States
16 mail, postage prepaid:

17 **COUNTY**

18 Riverside County Regional Medical Center
19 26520 Cactus Avenue
20 Moreno Valley, CA 92555

21 Attn: Contracts Administration

17 **CONTRACTOR:**

18 Community Health Systems, Inc.
19 22675 Alessandro Blvd
20 Moreno Valley, CA 92553

21 Attn: President

22 Or to such other address(es) as the parties may hereafter designate:

23 **20.0 Independent Contractor**

24 The CONTRACTOR is, for purposes arising out of this contract, an
25 Independent CONTRACTOR and shall not be deemed an employee of the

1 County. It is expressly understood and agreed that the CONTRACTOR shall in
2 no event, as a result of this contract, be entitled to any benefits to which
3 COUNTY employees are entitled, including but limited to overtime, any
4 retirement benefits, worker's compensation benefits, and injury leave or other
5 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
6 all claims that may be made against COUNTY based upon any contention by any
7 third party than an employee-employer relationship exists by reason of this
8 Agreement.

9 20.1 It is further understood and agreed by the parties
10 hereto that CONTRACTOR in the performance of its obligation hereunder is
11 subject to the control or direction of COUNTY merely as to the result to be
12 accomplished by the services hereunder agreed to be rendered and performed
13 and not as to the means and methods for accomplishing the results.

14 21.0 Subcontract for Work or Services

15 No contract shall be made by the CONTRACTOR with any party for
16 furnishing any of the work or services herein contained without the prior written
17 approval of the COUNTY Contract Administrator, but this provision shall not
18 require the approval of contracts of employment between the CONTRACTOR
19 and personnel assigned for services hereunder, or for parties named in the
20 proposal and agreed to under any resulting contract.

21 22.0 Interest of Contractor

22 The CONTRACTOR covenants that it presently has no interest,
23 including but not limited to, other projects or independent contracts, and shall not
24 acquire any such interest, direct or indirect, which would conflict in any manner or
25 degree with the performance of services required to be performed under this

1 Agreement. The CONTRACTOR further covenants that in the performance of
2 this Agreement, no person having such interest shall be employed or retained by
3 it under this Agreement.

4 23.0 Conduct of Contractor

5 1) The CONTRACTOR agrees to inform the COUNTY of all the
6 CONTRACTOR'S interest, if any, which are or which the CONTRACTOR
7 believes to be incompatible with any interest of the COUNTY.

8 2) The CONTRACTOR shall not, under circumstances, which
9 might reasonably be interpreted as an attempt to influence the recipient in the
10 conduct of his duties, accept any gratuity or special favor from individuals or
11 organizations with whom the CONTRACTOR is doing business or proposing to
12 do business, in accomplishing the work under the contract.

13 3) The CONTRACTOR shall not use for personal gain or make
14 other improper use of privileged information, which is acquired in connection with
15 this Agreement. In this connection, the term "privileged information" includes, but
16 is not limited to, unpublished information relating to technological and scientific
17 development; medical, personnel, or security records of the individuals;
18 anticipated materials requirement or pricing actions; and knowledge of selection
19 of CONTRACTORS or SUBCONTRACTORS in advance of official
20 announcement.

21 4) The CONTRACTOR or employees thereof shall not offer
22 gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY
23 employees.

24 24.0 Disallowance

25 In the event the CONTRACTOR receives payment for services

1 under this Agreement, which is later disallowed for nonconformance with the
2 terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly
3 refund the disallowed amount to the COUNTY on request, or at its option, the
4 COUNTY may offset the amount disallowed for any payment due to the
5 CONTRACTOR under any contract with the COUNTY.

6 **25.0 Right to Acquire Equipment and Services**

7 Nothing in this Agreement shall prohibit the COUNTY from
8 acquiring the same type or equivalent equipment and/or services for other
9 sources, when deemed by the COUNTY to be in its best interest.

10 **26.0 Force Majeure**

11 In the event CONTRACTOR is unable to comply with any provision
12 of this Agreement due to causes beyond their control such as acts of God acts of
13 war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable
14 to COUNTY for such failure to comply.

15 In the event COUNTY is unable to comply with any provision of this
16 Agreement due to causes beyond their control such as acts of God acts of war,
17 civil disorders, or other similar acts, COUNTY shall not be held liable to
18 CONTRACTOR for such failure to comply.

19 **27.0 EDD Reporting Requirements**

20 In order to comply with child support enforcement requirements of
21 the State of California, the County of Riverside may be required to submit a
22 Report of Independent Contractor(s) form **DE 542** to the Employment
23 Development Department. The selected contractor agrees to furnish the
24 required Contractor data and certifications to the County of Riverside within ten
25 (10) days of notification of award of contract when required by the **EDD**.

1 It is expressly understood that this data will be transmitted to
2 governmental agencies charged with the establishment and enforcement of child
3 support orders and for no other purposes and will be held confidential by those
4 agencies. Failure of the CONTRACTOR to timely submit the data and/or
5 certificates required may result in an Agreement being awarded to another
6 CONTRACTOR. In the event an Agreement has been issues, failure of the
7 CONTRACTOR to comply with all federal and state reporting requirements for
8 child support enforcement or to comply with all lawfully served Wage and
9 Earnings Assignments Orders and Notices of Assignment shall constitute a
10 material breach of Agreement. Failure to cure such breach within sixty (60)
11 calendar days of notice from the County shall constitute grounds for termination
12 of the Agreement.

13 If you have any questions concerning this reporting requirement,
14 please call (916) 657-0529. You may also contact your local Employment Tax
15 Customer Service Office listed in your telephone directory in the State
16 Government Section under "Employment Development Department" or you may
17 access their Internet site at www.edd.ca.gov.

18 **28.0 Entire Agreement**

19 This Agreement constitutes the entire agreement of the parties hereto with
20 respect to its subject matter and supersedes all prior and contemporaneous
21 representations, proposals, discussions and communications, whether oral or in
22 writing. This contract may be modified only in writing and shall be enforceable
23 in accordance with its terms when signed by each of the parties hereto.

24 //

1 **IN WITNESS WHEREOF**, the undersigned have executed this Agreement
2 effective as of May 1, 2009.

3
4 **CONTRACTOR**

5 By: J. E. Johns
6 President C.E.C.

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

7
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9 Date: 4/15/09

Date: _____

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12
13 **HOSPITAL**

14 By: D. Bagley
15 Douglas Bagley
16 Hospital Director/CEO

17
18 Date: 4/22/09

19
20
21 **FORM APPROVED COUNTY COUNSEL**

22 BY: B. T. M. Jr 4/24/09
23 BEAUFORD T. MILLER, JR DATE

