

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

521



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
July 14, 2009

**SUBJECT:** Ratify the Amendment to the Professional Medical Services Agreement between the County of Riverside and San Jacinto Family Dentistry

**RECOMMENDED MOTION:**

- 1) Ratify the Amendment to the Agreement with San Jacinto Family Dentistry, effective July 1, 2009;
- 2) Authorize the Chairperson to sign three (3) copies of the amendment;
- 3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

**BACKGROUND:** Effective May 1, 2007 San Jacinto Family Dentistry agreed to provide dental screening, treatment and education services to children under five (5) years of age as part of the First 5 Dental Grant awarded to RCRMC. This amendment revises the language of the agreement to an annual renewal for the term of the dental grant.

The Amendment has been approved as to form by County Counsel.

DB:cg

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> 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: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL BY: TANNIA W. LIEU DATE: 7/1/09 Departmental Concurrence

Consent  
 Policy  
 Per Exec. Ofc.:

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**

**WITH**

**SAN JACINTO FAMILY DENTISTRY**

That certain Agreement between Riverside County Regional Medical Center (COUNTY) and San Jacinto Family Dentistry, (CONTRACTOR), effective May 1, 2007 is hereby amended effective July 1, 2009 as follows:

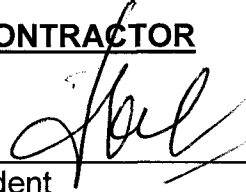
1. Delete Section 2.1. TERM in its entirety and replace with the following:

"This Agreement shall be effective as of May 1, 2007 and automatically continue on a year-to-year basis, unless terminated as otherwise provided herein."

All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**CONTRACTOR**

By:   
President

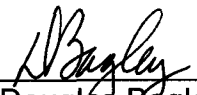
**COUNTY OF RIVERSIDE**

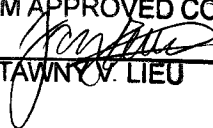
By: \_\_\_\_\_  
Jeff Stone  
Chairman, Board of Supervisor

Date: 6/25/09

Date: \_\_\_\_\_

**HOSPITAL**

By:  6/25/09  
Douglas Bagley  
Hospital Director/CEO

FORM APPROVED COUNTY COUNSEL  
BY:  7/1/09  
TAWNY V. LIEU DATE

1                                   **PEDIATRIC DENTAL SERVICES AGREEMENT**  
2                                   **BETWEEN**  
3                                   **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**  
4                                   **AND**  
5                                   **SAN JACINTO FAMILY DENTISTRY**

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 San Jacinto Family Dentistry, Inc., a California  
Partnership, hereinafter referred to as CONTRACTOR.

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

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

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

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

24                   **1.0    DESCRIPTION OF SERVICES:**

25                   CONTRACTOR will provide pediatric professional dental services  
as outlined in Attachment A, attached hereto and made part of the Agreement.

1           **2.0    TERM AND TERMINATION:**

2           2.1    TERM. This Agreement shall be effective as of May 1, 2007  
3 and automatically continue on a year-to-year basis until June 30, 2008, unless  
4 terminated as specified below in Section 2.2 or as otherwise specified herein.

5           2.2    TERMINATION WITHOUT CAUSE. Either party may  
6 terminate this Agreement with or without cause by giving ninety (90) days prior  
7 written notice to the other party.

8                   2.2.1 In the event of termination of this Agreement,  
9 CONTRACTOR shall continue to provide and be compensated for dental  
10 professional services under the terms of this Agreement to patients who have  
11 been authorized for treatment on the date of termination until the effective date of  
12 discharge of care or the safe transfer of such patients to another Health Care  
13 Provider, or a period of Ninety (90) days, whichever comes first.

14           2.3    NON-AVAILABILITY OF FUNDS. In the event of non-  
15 availability of COUNTY funds, this Agreement shall be deemed terminated and  
16 have no further force and effect immediately on receipt of COUNTY's notification  
17 to CONTRACTOR.  
18

19           **3.0    COMPENSATION:**

20           3.1    In consideration of services provided by CONTRACTOR  
21 pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment  
22 in accordance with HOSPITAL policy and procedure. CONTRACTOR shall  
23 submit complete and accurate claims to HOSPITAL within one hundred and  
24 twenty (120) days from the date of service. Claims must be submitted on a  
25 Universal Billing Form (UB92), HCFA 1500 Form or its successor claim form.

1 CONTRACTOR shall not seek payment for claims submitted after one (1) year  
2 from the date of service. CONTRACTOR shall accept the payments for services  
3 as described above in Section 1.0 and specified in Attachment A, attached  
4 hereto, as payment in full.

5 3.2 Maximum payments to CONTRACTOR shall not exceed  
6 forty thousand (\$40,000) dollars per year. Payments to CONTRACTOR shall be  
7 made on a monthly basis during the Term of this Agreement.

8 **4.0 HOLD HARMLESS-INDEPENDENT CONTRACTOR:**

9 4.1 CONTRACTOR shall indemnify and hold harmless all  
10 Agencies, Districts, Special Districts and Departments of the County of Riverside,  
11 their respective directors, officers, Board of Supervisors, elected and appointed  
12 officials, employees, agents and representatives from any liability whatsoever,  
13 based or asserted upon any services of CONTRACTOR, its offices, employees,  
14 subcontractors, agents or representatives arising out of or in any way relating to  
15 this Agreement, including but not limited to property damage, bodily injury, or  
16 death or any other element of any kind or nature whatsoever and resulting from  
17 any reason whatsoever arising from the performance of CONTRACTOR, its  
18 offices, agents, employees, subcontractors, agents or representatives from this  
19 Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees  
20 including but not limited to attorney fees, cost of investigation, defense and  
21 settlements or awards all Agencies, Districts, Special Districts and Departments  
22 of the County of Riverside, their respective directors, officers, Board of  
23 Supervisors, elected and appointed officials, employees, agents and  
24 representatives in any claims or action based upon such alleged acts or  
25 omissions.

1           4.2    With respect to any action or claim subject to indemnification  
2 herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right  
3 to use counsel of their own choice and shall have the right to adjust, settle, or  
4 compromise any such action or claim without the prior consent of COUNTY;  
5 provided, however, that any such adjustment, settlement or compromise in no  
6 manner whatsoever limits or circumstances CONTRACTOR'S indemnification to  
7 COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify  
8 and hold harmless COUNTY shall be subject to COUNTY having given  
9 CONTRACTOR written notice within a reasonable period of time of the claim or  
10 the commencement of the related action, as the case may be, and information  
11 and reasonable assistance, at CONTRACTOR'S expense, for the defense or  
12 settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied  
13 when CONTRACTOR has provided to COUNTY the appropriate form of  
14 dismissal relieving COUNTY from any liability for the action or claim involved.

15           4.3    The specified insurance limits required in this Agreement  
16 shall in no way limit or circumscribe CONTRACTOR'S obligation to indemnify  
17 and hold harmless the COUNTY herein from third party claims.

18           4.4    In the event there is conflict between this clause and  
19 California Civil Code Section 2782, this clause shall not be interpreted to comply  
20 with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR  
21 from indemnifying the COUNTY to the fullest extent allowed by law.

22           **5.0    INSURANCE:**

23           5.1    Without limiting or diminishing the CONTRACTOR'S  
24 obligation to indemnify or hold the HOSPITAL harmless, CONTRACTOR shall  
25 procure and maintain or cause to be maintained, at its sole cost and expense,

1 the following insurance and/or self- insurance coverages during the term of this  
2 Agreement.

3 5.2 WORKERS' COMPENSATION

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

12 5.3 COMMERCIAL GENERAL LIABILITY

13 Commercial General Liability insurance coverage, including but not limited to,  
14 premises liability, contractual liability, products and completed operations liability,  
15 personal and advertising injury covering claims which may arise from or out of  
16 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all  
17 Agencies, Districts, Special Districts, and Departments of the County of  
18 Riverside, their respective directors, officers, Board of Supervisors, employees,  
19 elected or appointed officials, agents or representatives as Additional Insured.  
20 Policy's limit of liability shall not be less than **\$1,000,000** per occurrence  
21 combined single limit. If such insurance contains a general aggregate limit, it  
22 shall apply separately to this agreement or be no less than two (2) times the  
23 occurrence limit.

24 5.4 VEHICLE LIABILITY

25 If CONTRACTOR'S vehicles or mobile equipment are used in the

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

#### 10 5.5 PROFESSIONAL LIABILITY INSURANCE

11 Contractor shall maintain Professional Liability and/or self-  
12 insurance coverage for the Contractor's performance of work included within this  
13 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
14 **\$2,000,000** annual aggregate. If Contractor's Professional Liability Insurance is  
15 written on a claims made basis rather than an occurrence basis, such insurance  
16 shall continue through the term of this Agreement and CONTRACTOR shall  
17 purchase at his sole expense either 1) an Extended Reporting Endorsement  
18 (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with  
19 a retroactive date back to the date of, or prior to, the inception of this Agreement;  
20 3) demonstrate through Certificates of Insurance that CONTRACTOR has  
21 maintained continuous coverage with the same or original insurer. Coverage  
22 provided under items; 1), 2) or 3) will continue for a period of five (5) years  
23 beyond the termination of this Agreement.

#### 24 5.6 GENERAL INSURANCE PROVISIONS – ALL LINES

25 1) Any insurance carrier providing insurance coverage  
hereunder shall be admitted to the State of California and have an A M BEST

1 rating of not less than A: VIII (A:8) unless such requirements are waived, in  
2 writing, by the County Risk Manager. If the County's Risk Manager waives a  
3 requirement for a particular insurer such waiver is only valid for that specific  
4 insurer and only for one policy term.

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

16                   3) CONTRACTOR shall cause CONTRACTOR'S  
17 insurance carrier(s) to furnish the County of Riverside with either 1) a properly  
18 executed original Certificate(s) of Insurance and certified original copies of  
19 Endorsements effecting coverage as required herein, or 2) if requested to do so  
20 orally or in writing by the County Risk Manager, provide original Certified copies  
21 of policies including all Endorsements and all attachments thereto, showing such  
22 insurance is in full force and effect. Further, said Certificate(s) and policies of  
23 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)  
24 days written notice shall be given to the County of Riverside prior to any material  
25 modification, cancellation, expiration or reduction in coverage of such insurance.

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

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

19                   5) The COUNTY'S Reserved Rights--Insurance. If,  
20 during the term of this Agreement or any extension thereof, there is a material  
21 change in the scope of services; or, there is a material change in the equipment  
22 to be used in the performance of the scope of work (such as the use of aircraft or  
23 watercraft) the COUNTY reserves the right to adjust the types of insurance  
24 required under this Agreement and the monetary limits of liability for the  
25 insurance coverage's currently required herein, if, in the County Risk Manager's

1 reasonable judgment, the amount or type of insurance carried by the  
2 CONTRACTOR has become inadequate.

3           6) CONTRACTOR shall pass down the insurance  
4 obligations contained herein to all tiers of subcontractors working under this  
5 Agreement.

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

9           **6.0 AVAILABILITY OF FUNDING:**

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

15           **7.0 RECORDS AND DOCUMENTS:**

16           7.1 CONTRACTOR shall make available, upon written request  
17 by and duly authorized Federal, State or COUNTY agency, a copy of this  
18 Agreement and such books, documents and records as are necessary to certify  
19 the nature and extent of the costs of the services provided by CONTRACTOR.  
20 CONTRACTOR shall maintain books and records for at least five (5) years from  
21 the termination of this Agreement.

22           7.2 CONTRACTOR agrees to provide HOSPITAL with reports  
23 and information relative to this Agreement and in accordance with terms set forth  
24 herein, as may be requested by HOSPITAL.

25           /////

1           **8.0    CONFIDENTIALITY:**

2           CONTRACTOR agrees to protect from unauthorized disclosure  
3 names and other identifying information concerning either persons receiving  
4 services under this Agreement or persons whose names or other identifying  
5 information becomes known to CONTRACTOR as a result of services performed  
6 under this Agreement, except statistical information not identifying any such  
7 person.

8           8.1    CONTRACTOR shall not disclose, except as otherwise  
9 specifically permitted by this Agreement or authorized by the client or client's  
10 representative, any such identifying information to anyone other than authorized  
11 HOSPITAL personnel without prior written authorization from the HOSPITAL.

12           8.2    For the purpose of this paragraph, "identify" shall include, but  
13 not be limited to, name, identifying number, symbol, or other identifying particular  
14 assigned to the individual, such as finger or voiceprint or photograph.

15           8.3    CONTRACTOR shall observe all Federal, State and  
16 COUNTY laws and regulations, including, but not limited to, the Health Insurance  
17 Portability and Accountability Act (HIPPA) of 1996, concerning the security and  
18 privacy of patient records and information.

19           **9.0    LICENSE:**

20           CONTRACTOR shall, through the Term of this Agreement, maintain  
21 all licenses necessary for the provision of the services hereunder and required by  
22 the laws and regulations of the United States, the State of California, County of  
23 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
24 HOSPITAL immediately, in writing, of inability to obtain or maintain such license.  
25 Said inability shall be cause for termination of this Agreement.

1           9.1    CONTRACTOR shall ensure that CONTRACTOR'S  
2 employees, agents, and subcontractors performing services under the terms of  
3 this Agreement are in compliance with all relative licensing requirements.  
4 CONTRACTOR hereby agrees to notify HOSPITAL immediately, in writing, of  
5 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and  
6 subcontractors to obtain or maintain such license(s). Said inability shall be cause  
7 for termination of this Agreement.

8           9.2    COPY REQUIRED. A copy of each such license, permit,  
9 approval, waiver, exemption, registration, accreditation, and certificate shall be  
10 provided to Contracts Administration, upon request.

11           9.3    Further, CONTRACTOR hereby agrees to abide by the  
12 standards of medical practice of the profession when performing services  
13 hereunder.

14           **10.0    NONDISCRIMINATION AND ELIGIBILITY:**

15           The CONTRACTOR shall not discriminate in the provision of  
16 services, allocation of benefits, accommodation in facilities, or employment of  
17 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,  
18 religion, national origin, sexual preference, sex, age (over 40), marital status,  
19 medical attention, or physical or mental handicap, and shall comply with all other  
20 requirements of law regarding non discrimination and affirmative action including  
21 those laws pertaining to the prohibition of discrimination against qualified  
22 handicapped persons in all programs or activities.

23           10.1    For the purpose of this Agreement, distinctions on the  
24 grounds of race, religion, color, sex, national origin, age, or physical or mental  
25 handicap include but at not limited to the following:

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

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

8                   3.     Restricting an eligible person differently in any way in  
9 the enjoyment of any advantage or privilege enjoyed by others receiving similar  
10 service or benefit.

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

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

18                   **11.0 CONFLICT OF INTEREST:**

19                   CONTRACTOR and CONTRACTOR'S employees shall have no  
20 interest, and shall not acquire any interest, direct or indirect, which will conflict in  
21 any manner or degree with the performance of services required under this  
22 Agreement.

23                   **12.0 ALTERATION:**

24                   The Board of Supervisors and the COUNTY Purchasing Agent are  
25 the only authorized COUNTY representatives who may at any time, by written

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

15 **13.0 ASSIGNMENT:**

16 CONTRACTOR may not delegate the obligations hereunder, either in  
17 whole or in part, without prior written consent of the County Purchasing Agent  
18 and the HOSPITAL provided, however, obligations undertaken by  
19 CONTRACTOR pursuant to this Agreement may be carried out by means of  
20 subcontracts if approved by HOSPITAL and the County Purchasing Agent. No  
21 subcontract shall terminate or alter the responsibilities of the CONTRACTOR to  
22 the HOSPITAL pursuant to this Agreement. CONTRACTOR may not assign the  
23 rights hereunder, either in whole or in part, without prior written consent of the  
24 HOSPITAL and the County Purchasing Agent. Any attempted assignment or  
25 delegation in derogation of this paragraph shall be void. A change in the

1 business structure of CONTRACTOR, including but not limited to, change in the  
2 majority ownership, change in the form of CONTRACTOR'S business  
3 organization, management of CONTRACTOR, CONTRACTOR'S ownership of  
4 other business dealing with CONTRACTOR under this Agreement, or filing of  
5 bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of  
6 this paragraph.

7 **14.0 ADMINISTRATION:**

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

10 **15.0 WAIVER:**

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

17 **16.0 JURISDICTION, VENUE, ATTORNEY FEES:**

18 This Agreement and its contraction and interpretation as to validity,  
19 performance and breach shall be construed under the laws of the State of  
20 California. Any legal action related to this Agreement shall be filed in the  
21 appropriate court (Municipal or Superior) of the State of California located in  
22 Riverside, California.

23 **17.0 SEVERABILITY:**

24 In the event any provision in this Agreement is held by a court of  
25 competent jurisdiction to be invalid, void or unenforceable, the remaining

1 provisions will nevertheless continue in full force without being impaired or  
2 invalidated in any way.

3 **18.0 CAPTIONS AND PARAGRAPH HEADINGS:**

4 Captions and paragraph headings used in this Agreement are for  
5 convenience only and are not a part of this Agreement and shall not be used in  
6 construing this Agreement.

7 **19.0 NOTICES:**

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

12 **COUNTY**

13 Riverside County Regional Medical Center  
14 26520 Cactus Avenue  
15 Moreno Valley, CA 92555

16 Attn: Contracts Administration

12 **CONTRACTOR:**

13 San Jacinto Family Dentistry  
14 480 N. State Street, Suite I  
15 San Jacinto, CA, CA. 92583

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

17 **18.0 Independent Contractor**

18 The CONTRACTOR is, for purposes arising out of this contract, an  
19 Independent CONTRACTOR and shall not be deemed an employee of the  
20 County. It is expressly understood and agreed that the CONTRACTOR shall in  
21 no event, as a result of this contract, be entitled to any benefits to which  
22 COUNTY employees are entitled, including but limited to overtime, any  
23 retirement benefits, worker's compensation benefits, and injury leave or other  
24 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and  
25

1 all claims that may be made against COUNTY based upon any contention by any  
2 third party than an employee-employer relationship exists by reason of this  
3 Agreement.

4                   20.1 It is further understood and agreed by the parties  
5 hereto that CONTRACTOR in the performance of its obligation hereunder is  
6 subject to the control or direction of COUNTY merely as to the result to be  
7 accomplished by the services hereunder agreed to be rendered and performed  
8 and not as to the means and methods for accomplishing the results.

9           21.0 Subcontract for Work or Services

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

16           22.0 Interest of Contractor

17           The CONTRACTOR covenants that it presently has no interest,  
18 including but not limited to, other projects or independent contracts, and shall not  
19 acquire any such interest, direct or indirect, which would conflict in any manner or  
20 degree with the performance of services required to be performed under this  
21 Agreement. The CONTRACTOR further covenants that in the performance of  
22 this Agreement, no person having such interest shall be employed or retained by  
23 it under this Agreement.

24           23.0 Conduct of Contractor

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

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

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

17           4) The CONTRACTOR or employees thereof shall not offer  
18 gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY  
19 employees.

20           24.0 **Disallowance**

21           In the event the CONTRACTOR receives payment for services  
22 terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly  
23 refund the disallowed amount to the COUNTY on request, or at its option, the  
24 COUNTY may offset the amount disallowed for any payment due to the  
25 CONTRACTOR under any contract with the COUNTY.

1           **25.0 Right to Acquire Equipment and Services**

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

5           **26.0 Force Majeure**

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

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

14           **27.0 EDD Reporting Requirements**

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

21           It is expressly understood that this data will be transmitted to  
22 governmental agencies charged with the establishment and enforcement of child  
23 support orders and for no other purposes and will be held confidential by those  
24 agencies. Failure of the CONTRACTOR to timely submit the data and/or  
25 certificates required may result in an Agreement being awarded to another

1 CONTRACTOR. In the event an Agreement has been issues, failure of the  
2 CONTRACTOR to comply with all federal and state reporting requirements for  
3 child support enforcement or to comply with all lawfully served Wage and  
4 Earnings Assignments Orders and Notices of Assignment shall constitute a  
5 material breach of Agreement. Failure to cure such breach within sixty (60)  
6 calendar days of notice from the County shall constitute grounds for termination  
7 of the Agreement.

8           If you have any questions concerning this reporting requirement,  
9 please call (916) 657-0529. You may also contact your local Employment Tax  
10 Customer Service Office listed in your telephone directory in the State  
11 Government Section under "Employment Development Department" or you may  
12 access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

13           **28.0 Entire Agreement**

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

19  
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1 IN WITNESS WHEREOF, the undersigned have executed this Agreement  
2 effective as of May 1, 2006.

3  
4 **CONTRACTOR**

5  
6 By: [Signature]  
7 President

8 **COUNTY OF RIVERSIDE**

9 By: [Signature]  
10 John Tavaglione  
11 Chairman, Board of Supervisors

12 Date: 0 4-30-07

13 Date: JUN 5 2007

14 ATTEST:  
15 NANCY ROMERO, Clerk  
16 By: [Signature]  
17 DEPUTY

18 **HOSPITAL**

19 By: [Signature]  
20 Douglas Bagley  
21 Hospital Director/CEO

22 Date: 5/7/07

23 FORM APPROVED  
24 COUNTY COUNSEL

25 MAY 0 8 2007  
BY: [Signature]

