

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

402



FORM APPROVED COUNTY COUNSEL
BY: TAWNY V LUED
DATE: 8/16/09

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
August 17, 2009

SUBJECT: Professional Services Agreement between General Security Services, Inc. and Riverside County Regional Medical Center (RCRMC)

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to execute the professional services agreement with General Security Services, Inc. for an aggregate amount of \$265,000 annually which contains an option to renew the agreement for two additional one-year periods; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND: Riverside County Regional Medical Center's Mental Health Inpatient Treatment Facility provides in-patient mental health treatment services. The security guard service is required to ensure a safe, calm, secure, peaceful environment for employees and patients and to provide protection for the buildings, their contents and guard against theft/pilferage/vandalism on the premises. These services are provided with a minimum of two security guard officers, twenty-four (24) hours a day, seven (7) days per week, and three hundred sixty-five days a year.

(continued - 2 pages in total)

Douglas M. Bagley
Douglas M. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$265,000.	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Hospital Enterprise 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

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26

SUBJECT: Professional Services Agreement between General Security Services, Inc. and Riverside County Regional Medical Center (RCRMC)

BACKGROUND (Continued):

On behalf of RCRMC, County Purchasing released a Request for Proposal (RFP #MCARC115), to secure unarmed security guard services for the RCRMC Mental Health Inpatient Facility. Solicitations were sent to thirty prospective vendors and advertised on the County's Internet/Website. Twenty-two (22) responsive proposals were received and evaluated by RCRMC staff.

The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, their experience with other comparable size hospital facilities, the ability to perform the services and the overall cost to the County. General Security Services, Inc. was selected as the most responsive and responsible vendor.

PRICE REASONABLENESS:

As a result of RFP MCARC115, the County received 22 proposed quotes ranging from \$12.00 per hour to \$18.35 per hour. General Security submitted a cost rate of \$13.97 per hour. Although the overall cost to the County is important, the RFP specifically required all bidders to demonstrate their ability, experience and overall responsiveness to the RFP. The evaluation team reviewed and scored each proposal and the scores ranged from 22.93 to 78.37. Although General Security Services, Inc. was not the lowest bid; overall, General Security submitted the most responsive/responsible proposal and received the highest score of 78.37.

ATTACHMENT:

Professional Services Agreement between RCRMC and General Security Services, Inc.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
GENERAL SECURITY SERVICES, INC.**

1 This Agreement is made and entered into by and between the County of
2 Riverside, a political subdivision of the State of California, through its Medical
3 Center, (Riverside County Regional Medical Center) hereinafter referred to as
4 COUNTY, and General Security Services, Inc., hereinafter referred to as
5 CONTRACTOR.

6 WHEREAS, Government Code Section 31000 authorizes the COUNTY to
7 contract for special services to be provided by persons/entities who are specially
8 trained, experienced and competent to perform the services required; and

9 WHEREAS, Contractor has the expertise, special skills, knowledge and
10 experience to perform the duties set out herein;

11 NOW THEREFORE, in consideration of the mutual promises, covenants
12 and conditions hereinafter contained the PARTIES hereto mutually agree as
13 provided on pages 1 through 23, Exhibit A, Exhibit B and Attachment A, attached
14 hereto and incorporated herein.

15 **1.0 HIPAA Business Associate Agreement**

16 The CONTRACTOR in this Agreement is subject to all relevant
17 requirements contained in the Health Insurance Portability and Accountability Act
18 of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
19 regulations promulgated subsequent thereto. CONTRACTOR shall adhere to all
20 terms and conditions as outlined and specified in Attachment A, consisting of 7
21 pages, attached hereto and by this reference incorporated herein.

22 **2.0 DESCRIPTION OF SERVICES**

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23 CONTRACTOR shall provide all services as outlined and specified
24 in **Exhibit A**, Scope of Services, consisting of 6 pages at the prices stated in
25 **Exhibit B**, Payment Provisions, consisting of 1 page.

26 **3.0 PERIOD OF PERFORMANCE**

27 This Agreement shall be effective as of the date of final execution
28 and continue in effect through June 30, 2010, with the option to renew through
29 the County's annual amendment process for two-(2) additional fiscal years in one
30 year increments, unless terminated as specified in Section 6.0 Termination.

31 **4.0 COMPENSATION**

32 The COUNTY shall pay the CONTRACTOR for services performed
33 and expenses incurred in accordance with the terms of Exhibit B, Payment
34 Provisions.

35 4.1 Maximum payments by COUNTY to CONTRACTOR shall
36 not exceed two hundred sixty-five thousand (\$265,000) dollars annually including
37 all expenses. The COUNTY is not responsible for any fees or costs incurred
38 above or beyond the contracted amount and shall have no obligation to purchase
39 any specified amount of services or products. Unless otherwise specifically
40 stated in Exhibit B, COUNTY shall not be responsible for payment of any of
41 CONTRACTOR's expense related to this Agreement.

42 4.2 No price increases will be permitted during the first year of
43 this Agreement. All price decreases (for example, if CONTRACTOR offers lower
44 prices to another governmental entity) will automatically be extended to the

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45 COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost
46 increases prior to any approved price adjustment. After the first year of the
47 award, a minimum of 30-days advance notice in writing is required to be
48 considered and approved by COUNTY. No retroactive price adjustments will be
49 considered. Any price increases must be stated in a written amendment to this
50 Agreement. The net dollar amount of profit will remain firm during the period of
51 the Agreement. Annual increases shall not exceed the Consumer Price Index-
52 All consumers, All Items – Greater Los Angeles, Riverside and Orange County
53 areas for unarmed security guard services and be subject to satisfactory
54 performance review by the COUNTY and approved (if needed) for budget
55 funding by the Board of Supervisors.

56 4.3 Said compensation shall be paid in accordance with an
57 invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the
58 invoice within thirty (30) working days of receipt of the invoice. In accordance
59 with California Government Code Section 926.10, COUNTY is not allowed to pay
60 excess interest and late charges.

61 4.4 All invoices submitted by CONTRACTOR shall be addressed
62 to, Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
63 Avenue, Moreno Valley, CA. 92555.

64 **5.0 ASSURANCES**

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65 CONTRACTOR hereby agrees that, where applicable, services
66 provided hereunder will be performed in harmony with COUNTY policy and
67 procedure.

68 5.1 CONTRACTOR warrants that it is, and will remain, in
69 compliance with all State and Federal laws and the standards of the Joint
70 Commission on the Accreditation of Healthcare Organizations (JCAHO).

71 5.2 CONTRACTOR certifies that it is aware of the Occupational
72 Safety and Health Administration (OSHA) regulations of the U.S. Department of
73 Labor, the derivative Cal/OSHA standards and laws and regulations relating
74 thereto, and shall comply therewith as to all relative elements under this
75 Agreement.

76 **6.0 TERMINATION**

77 6.1 COUNTY may terminate this Agreement without cause upon
78 30 days written notice served upon the CONTRACTOR stating the extent and
79 effective date of termination.

80 6.2 COUNTY may, upon five (5) days written notice, terminate
81 this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to
82 comply with the terms of this Agreement or fails to make progress so as to
83 endanger performance and does not immediately cure such failure. In the event
84 of such termination, the COUNTY may proceed with the work in any manner
85 deemed proper by COUNTY.

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86 6.3 After receipt of the notice of termination, CONTRACTOR
87 shall: (a) Stop all work under this Agreement on the date specified in the notice of
88 termination; and (b) Transfer to COUNTY and deliver in the manner as directed
89 by COUNTY any materials, reports or other products which, if the Agreement had
90 been completed or continued, would have been required to be furnished to
91 COUNTY.

92 6.4 After termination, COUNTY shall make payment only for
93 CONTRACTOR's performance up to the date of termination in accordance with
94 this Agreement and at the rates set forth in Exhibit B.

95 6.5 CONTRACTOR's rights under this Agreement shall
96 terminate (except for fees accrued prior to the date of termination) upon
97 dishonesty or a willful or material breach of this Agreement by CONTRACTOR;
98 or in the event of CONTRACTOR's unwillingness or inability for any reason
99 whatsoever to perform the terms of this Agreement. In the event,
100 CONTRACTOR shall not be entitled to any further compensation under this
101 Agreement.

102 6.6 The rights and remedies of COUNTY provided in this section
103 shall not be exclusive and are in addition to any other rights and remedies
104 provided by law or this Agreement.

105 **7.0 CONFIDENTIALITY**

106 CONTRACTOR agrees to protect from unauthorized disclosure of
107 names and other identifying information concerning either persons receiving

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108 services under this Agreement or persons whose names or other identifying
109 information becomes known to CONTRACTOR as a result of services performed
110 under this Agreement, except statistical information not identifying any such
111 person.

112 7.1 CONTRACTOR shall not disclose, except as otherwise
113 specifically permitted by this Agreement or authorized by the client or client's
114 representative, any such identifying information to anyone other than authorized
115 COUNTY personnel without prior written authorization from the COUNTY.

116 7.2 For the purpose of this paragraph, "identify" shall include, but
117 not limited to, name, identifying number, symbol, or other identifying particular
118 assigned to the individual, such as finger or voiceprint or photograph.

119 **8.0 HOLD HARMLESS/INDEMNIFICATION**

120 8.1 CONTRACTOR shall indemnify and hold harmless the
121 County of Riverside, its Agencies, Districts, Special Districts and Departments,
122 their respective directors, officers, Board of Supervisors, elected and appointed
123 officials, employees, agents and representatives (individually and collectively
124 hereinafter referred to as Indemnitees) from any liability whatsoever, based or
125 asserted upon any services of CONTRACTOR, its officers, employees,
126 subcontractors, agents or representatives arising out of or in any way relating to
127 this Agreement, including but not limited to property damage, bodily injury, or
128 death or any other element of any kind or nature whatsoever arising from the
129 performance of CONTRACTOR, its officers, employees, subcontractors, agents

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130 or representatives Indemnitors from this Agreement. CONTRACTOR shall
131 defend, at its sole expense, all costs and fees including, but not limited, to
132 attorney fees, cost of investigation, defense and settlements or awards, the
133 Indemnitees in any claim or action based upon such alleged acts or omissions.

134 With respect to any action or claim subject to indemnification herein by
135 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
136 counsel of their own choice and shall have the right to adjust, settle, or
137 compromise any such action or claim without the prior consent of COUNTY;
138 provided, however, that any such adjustment, settlement or compromise in no
139 manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to
140 Indemnitees as set forth herein.

141 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
142 has provided to COUNTY the appropriate form of dismissal relieving COUNTY
143 from any liability for the action or claim involved.

144 The specified insurance limits required in this Agreement shall in no way limit or
145 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
146 Indemnitees herein from third party claims.

147 In the event there is conflict between this clause and California Civil Code
148 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
149 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
150 Indemnitees to the fullest extent allowed by law.

151 **9.0 INSURANCE**

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152 9.1 Without limiting or diminishing the CONTRACTOR'S
153 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall
154 procure and maintain or cause to be maintained, at its sole cost and expense,
155 the following insurance coverage's during the term of this Agreement.

156 9.2 WORKERS' COMPENSATION:

157 If the CONTRACTOR has employees as defined by the
158 State of California, the CONTRACTOR shall maintain statutory Workers'
159 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
160 California. Policy shall include Employers' Liability (Coverage B) including
161 Occupational Disease with limits not less than **\$1,000,000** per person per
162 accident. The policy shall be endorsed to waive subrogation in favor of The
163 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
164 Employer Endorsement.

165 9.3 Commercial General Liability:

166 Commercial General Liability insurance coverage, including
167 but not limited to, premises liability, contractual liability, products and completed
168 operations liability, personal and advertising injury, and cross liability coverage,
169 covering claims which may arise from or out of CONTRACTOR'S performance of
170 its obligations hereunder. Policy shall name the County of Riverside, its
171 Agencies, Districts, Special Districts, and Departments, their respective directors,
172 officers, Board of Supervisors, employees, elected or appointed officials, agents
173 or representatives as Additional Insureds. Policy's limit of liability shall not be

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174 less than \$1,000,000 per occurrence combined single limit. If such insurance
175 contains a general aggregate limit, it shall apply separately to this agreement or
176 be no less than two (2) times the occurrence limit.

177 9.4 VEHICLE LIABILITY:

178 If vehicles or mobile equipment are used in the performance
179 of the obligations under this Agreement, then CONTRACTOR shall maintain
180 liability insurance for all owned, non-owned or hired vehicles so used in an
181 amount not less than \$1,000,000 per occurrence combined single limit. If such
182 insurance contains a general aggregate limit, it shall apply separately to this
183 agreement or be no less than two (2) times the occurrence limit. Policy shall
184 name the County of Riverside, its Agencies, Districts, Special Districts, and
185 Departments, their respective directors, officers, Board of Supervisors,
186 employees, elected or appointed officials, agents or representatives as Additional
187 Insureds.

188 9.5 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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195 B. The CONTRACTOR'S insurance carrier(s) must
196 declare its insurance deductibles or self-insured retentions. If such deductibles
197 or self-insured retentions exceed \$500,000 per occurrence such deductibles
198 and/or retentions shall have the prior written consent of the County Risk Manager
199 before the commencement of operations under this Agreement. Upon
200 notification of deductibles or self insured retention's unacceptable to the
201 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
202 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
203 retention's as respects this Agreement with the COUNTY, or 2) procure a bond
204 which guarantees payment of losses and related investigations, claims
205 administration, and defense costs and expenses.

206 C. CONTRACTOR shall cause CONTRACTOR'S
207 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
208 executed original Certificate(s) of Insurance and certified original copies of
209 Endorsements effecting coverage as required herein, or 2) if requested to do so
210 orally or in writing by the County Risk Manager, provide original Certified copies
211 of policies including all Endorsements and all attachments thereto, showing such
212 insurance is in full force and effect. Further, said Certificate(s) and policies of
213 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
214 days written notice shall be given to the County of Riverside prior to any material
215 modification, cancellation, expiration or reduction in coverage of such insurance.
216 In the event of a material modification, cancellation, expiration, or reduction in

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217 coverage, this Agreement shall terminate forthwith, unless the County of
218 Riverside receives, prior to such effective date, another properly executed
219 original Certificate of Insurance and original copies of endorsements or certified
220 original policies, including all endorsements and attachments thereto evidencing
221 coverage's set forth herein and the insurance required herein is in full force and
222 effect. ***CONTRACTOR shall not commence operations until the COUNTY***
223 ***has been furnished original Certificate (s) of Insurance and certified***
224 ***original copies of endorsements or policies of insurance including all***
225 ***endorsements and any and all other attachments as required in this***
226 ***Section. An individual authorized by the insurance carrier to do so on its***
227 ***behalf shall sign the original endorsements for each policy and the***
228 ***Certificate of Insurance.***

229 D. It is understood and agreed to by the parties hereto
230 that the CONTRACTOR'S insurance shall be construed as primary insurance,
231 and the COUNTY'S insurance and/or deductibles and/or self-insured retention's
232 or self-insured programs shall not be construed as contributory.

233 E.♦ If, during the term of this Agreement or any extension
234 thereof, there is a material change in the scope of services; or, there is a material
235 change in the equipment to be used in the performance of the scope of work
236 which will add additional exposures (such as the use of aircraft, watercraft,
237 cranes, etc.); or, the term of this Agreement, including any extensions thereof,
238 exceeds five (5) years the COUNTY reserves the right to adjust the types of

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239 insurance required under this Agreement and the monetary limits of liability for
240 the insurance coverage's currently required herein, if; in the County Risk
241 Manager's reasonable judgment, the amount or type of insurance carried by the
242 CONTRACTOR has become inadequate.

243 F. CONTRACTOR shall pass down the insurance
244 obligations contained herein to all tiers of subcontractors working under this
245 Agreement.

246 G. The insurance requirements contained in this
247 Agreement may be met with a program(s) of self-insurance acceptable to the
248 COUNTY.

249 H. CONTRACTOR agrees to notify COUNTY of any
250 claim by a third party or any incident or event that may give rise to a claim arising
251 from the performance of this Agreement.

252 **10.0 AVAILABILITY OF FUNDING**

253 The COUNTY obligation for payment of any contract beyond the
254 current fiscal year end is contingent upon the availability of funding from which
255 payment can be made. No legal liability on the part of the COUNTY shall arise
256 for payment beyond June 30 of the calendar year unless funds are made
257 available for such performance.

258 **11.0 RECORDS AND DOCUMENTS**

259 CONTRACTOR shall make available, upon written request by and
260 duly authorized Federal, State or COUNTY agency, a copy of this Agreement

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261 and such books, documents and records as are necessary to certify the nature
262 and extent of the costs of the services provided by CONTRACTOR. All such
263 CONTRACTOR shall maintain books and records for at least five (5) years from
264 the termination of this Agreement.

265 11.1 CONTRACTOR to provide COUNTY with reports and
266 information relative to this Agreement and in accordance with terms set forth
267 herein, as may be requested by COUNTY.

268 **12.0 MONITORING**

269 CONTRACTOR hereby agrees to establish procedures for self-
270 monitoring and shall permit an appropriate official of the COUNTY, State or
271 Federal government to monitor, access, or evaluate CONTRACTOR'S
272 performance under this Agreement upon reasonable notice to CONTRACTOR
273 and at any reasonable time.

274 **13.0 LICENSE**

275 CONTRACTOR shall, through the term of this Agreement, maintain
276 all licenses necessary for the provision of the services hereunder and required by
277 the laws and regulations of the United States, the State of California, County of
278 Riverside, and all other governmental agencies. CONTRACTOR shall notify
279 COUNTY immediately, in writing, of inability to obtain or maintain such license.
280 Said inability shall be cause for termination of this Agreement.

281 13.1 CONTRACTOR shall ensure that CONTRACTOR'S
282 employees, agents, and subcontractors performing services under the terms of

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283 this Agreement are in compliance with all relative licensing requirements.
284 CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of
285 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and
286 subcontractors to obtain or maintain such license(s). Said inability shall be cause
287 for termination of this Agreement.

288 13.2 COPY REQUIRED. A copy of each such license, permit,
289 approval, waiver, exemption, registration, accreditation, and certificate shall be
290 provided to Contracts Administration.

291 13.3 Further, CONTRACTOR hereby agrees to abide by the
292 standards of medical practice of the profession when performing services
293 hereunder.

294 **14.0 NONDISCRIMINATION AND ELIGIBILITY**

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

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303 14.1 For the purpose of this Agreement, distinctions on the
304 grounds of race, religion, color, sex, national origin, age, or physical or mental
305 handicap include but are not limited to the following:

306 A. Denying an eligible person or providing to an eligible
307 person any services or benefit which is different, or is provided in a different
308 manner or at a different time from that provided to other eligible persons under
309 this Agreement.

310 B. Treatment in any matter related to his receipt of any
311 service, except when necessary for infection control.

312 C. Restricting an eligible person differently in any way in
313 the enjoyment of any advantage or privilege enjoyed by others receiving similar
314 service or benefit.

315 D. Treating an eligible person differently from others in
316 determining whether he satisfied any eligibility, membership, or other
317 requirement or condition which individuals must meet in order to be provided a
318 similar service or benefit.

319 E. The assignment of times or places for the provision of
320 services on the basis of race, religion, color, sex, national origin, age, or physical
321 or mental handicap of the eligible person to be served.

322 **15.0 CONFLICT OF INTEREST**

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

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325 any manner or degree with the performance of services required under this
326 Agreement.

327 **16.0 ALTERATION**

328 No alteration or variation of the terms of this Agreement shall be
329 valid unless made in writing and signed by the parties hereto, and no oral
330 understanding or agreement not incorporated herein, shall be binding on any of
331 the parties hereto.

332 16.1 Only the County Board of Supervisors or County Purchasing
333 Agent may authorize the alteration or revision of this Agreement. The parties
334 expressly recognize that COUNTY personnel are without authorization to either
335 change or waive any requirements of this Agreement.

336 **17.0 ASSIGNMENT**

337 CONTRACTOR may not delegate the obligations hereunder, either
338 in whole or in part, without prior written consent of COUNTY provided, however,
339 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
340 carried out by means of subcontracts if approved by COUNTY. No subcontract
341 shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY
342 pursuant to this Agreement. CONTRACTOR may not assign the rights
343 hereunder, either in whole or in part, without prior written consent of COUNTY.
344 Any attempted assignment or delegation in derogation of this paragraph shall be
345 void. A change in the business structure of CONTRACTOR, including but not
346 limited to, change in the majority ownership, change in the form of

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347 CONTRACTOR'S business organization, management of CONTRACTOR,
348 CONTRACTOR'S ownership of other business dealing with CONTRACTOR
349 under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be
350 deemed an assignment for purposes of this paragraph.

351 **18.0 ADMINISTRATION**

352 The County of Riverside Purchasing Agent, or designee, shall
353 administer this Agreement on behalf of the COUNTY. The Purchasing
354 department is to serve as its liaison with CONTRACTOR in connection with this
355 agreement.

356 **19.0 WAIVER**

357 Any waiver by COUNTY of any breach of any one or more of the
358 terms of this Agreement shall not be construed to be a waiver of any subsequent
359 or other breach of the same or of any other term thereof. Failure on the part of
360 the COUNTY to require exact, full and complete compliance with any terms of
361 this Agreement shall not be construed as in any manner changing the terms
362 hereof or stopping COUNTY from enforcement hereof.

363 **20.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY**

364 This Agreement and its construction and interpretation as to
365 validity, performance and breach shall be construed under the laws of the State
366 of California. Any legal action related to this Agreement shall be filed in the
367 appropriate court (Municipal or Superior) of the State of California located in
368 Riverside, California. In the event any provision in this Agreement is held by a

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369 court of competent jurisdiction to be invalid, void, or unenforceable, the remaining
370 provisions will nevertheless continue in full force without being impaired or
371 invalidated in any way.

372 **21.0 INDEPENDENT CONTRACTOR**

373 The CONTRACTOR is, for purposes arising out of this contract, an
374 Independent CONTRACTOR and shall not be deemed an employee of the
375 COUNTY. It is expressly understood and agreed that the CONTRACTOR shall
376 in no event, as a result of this contract, be entitled to any benefits to which
377 COUNTY employees are entitled, including but not limited to overtime, any
378 retirement benefits, worker's compensation benefits, and injury leave or other
379 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
380 all claims that may be made against COUNTY based upon any contention by any
381 third party that an employer-employee relationship exists by reason of this
382 agreement.

383 21.1 It is further understood and agreed by the parties hereto that
384 CONTRACTOR in the performance of its obligation hereunder is subject to the
385 control or direction of COUNTY merely as to the result to be accomplished by the
386 services hereunder agreed to be rendered and performed and not as to the
387 means and methods for accomplishing the results.

388 **22.0 SUBCONTRACT FOR WORK OR SERVICES**

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389 No contract shall be made by the CONTRACTOR with any party for
390 furnishing any of the work or services herein contained without the prior written
391 approval of the COUNTY Contract Administrator but this provision shall not
392 require the approval of contracts of employment between the CONTRACTOR
393 and personnel assigned for services there under, or for parties named in the
394 proposal and agreed to under any resulting contract.

395 **23.0 INTEREST OF CONTRACTOR**

396 The CONTRACTOR covenants that it presently has no interest,
397 including but not limited to, other projects or independent contracts, and shall not
398 acquire any such interest, direct or indirect, which would conflict in any manner or
399 degree with the performance of services required to be performed under this
400 contract. The CONTRACTOR further covenants that in the performance of this
401 contract, no person having any such interest shall be employed or retained by it
402 under this contract.

403 **24.0 CONDUCT OF CONTRACTOR**

404 24.1 The CONTRACTOR agrees to inform the COUNTY of all the
405 CONTRACTOR's interest, if any, which are or which the CONTRACTOR
406 believes to be incompatible with any interest of the COUNTY.

407 24.2 The CONTRACTOR shall not, under circumstances, which
408 might reasonably be interpreted as an attempt to influence the recipient in the
409 conduct of his duties, accept any gratuity or special favor from individuals or

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
GENERAL SECURITY SERVICES, INC.**

410 organizations with whom the CONTRACTOR is doing business or proposing to
411 do business, in accomplishing the work under the contract.

412 24.3 The CONTRACTOR shall not use for personal gain or make
413 other improper use of privileged information, which is acquired in connection with
414 his contract. In this connection, the term 'privileged information' includes, but is
415 not limited to, unpublished information relating to technological and scientific
416 development; medical, personnel, or security records of the individuals;
417 anticipated materials requirements or pricing actions; and knowledge of selection
418 of CONTRACTOR or subcontractors in advance of official announcement.

419 24.4 The CONTRACTOR or employees thereof shall not offer
420 gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY
421 employees.

422 **25.0 DISALLOWANCE**

423 In the event the CONTRACTOR receives payment for services
424 under this contract which is later disallowed for nonconformance with the terms
425 and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund
426 the disallowed amount to the COUNTY on request, or at its option, the COUNTY
427 may offset the amount disallowed from any payment due to the CONTRACTOR
428 under any contract with the COUNTY.

429 **26.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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GENERAL SECURITY SERVICES, INC.**

430 Nothing in this agreement shall prohibit the COUNTY from
431 acquiring the same type or equivalent equipment and/or service from other
432 sources, when deemed by the COUNTY to be in its best interest.

433 **27.0 FORCE MAJEURE**

434 27.1 In the event CONTRACTOR is unable to comply with any
435 provision of this agreement due to causes beyond their control such as acts of
436 God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not
437 be held liable to COUNTY for such failure to comply.

438 27.2 In the event COUNTY is unable to comply with any provision
439 of this agreement due to causes beyond its control relating to acts of God, acts of
440 war, civil disorders, or other similar acts, COUNTY shall not be held liable to
441 CONTRACTOR for such failure to comply.

442 **28.0 EDD REPORTING REQUIREMENTS**

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

449 It is expressly understood that this data will be transmitted to
450 governmental agencies charged with the establishment and enforcement of child

**PROFESSIONAL SERVICES AGREEMENT
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RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
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451 support orders and for no other purposes and will be held confidential by those
452 agencies. Failure of the contractor to timely submit the data and/or certificates
453 required may result in contract being awarded to another Contractor. In the
454 event a contract has been issued, failure of the Contractor to comply with all
455 federal and state reporting requirements for child support enforcement or to
456 comply with all lawfully served Wage and Earnings Assignments Orders and
457 Notices of Assignment shall constitute a material breach of contract. Failure to
458 cure such breach within 60 calendar days of notice from the County shall
459 constitute grounds for termination of the contract.

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

465 **29.0 ENTIRE AGREEMENT**

466 This Agreement, including any Statement(s) of Work entered into
467 pursuant to it, constitutes the entire agreement of the parties hereto with respect
468 to its subject matter and supersedes all prior and contemporaneous
469 representations, proposals, discussions and communications, whether oral or in
470 writing. This contract may be modified only in writing and shall be enforceable in
471 accordance with its terms when signed by each of the parties hereto.

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC Inpatient Treatment Facility

1 CONTRACTOR shall provide COUNTY with a minimum of two-(2)
2 uniformed guards twenty-four (24) hours per day, seven (7) days per week, and
3 three hundred sixty-five (365) days per year for the Inpatient Treatment Facility
4 Mental Health Unit. Should there be a change in the COUNTY requirement for
5 security; CONTRACTOR will adjust the number of personnel when required with
6 twenty four (24) hour written notice.

7 **1.0 CONTRACTOR'S Responsibilities**

8 1.1 CONTRACTOR'S Officers shall enforce a restrictive admittance
9 policy allowing only COUNTY employees with the proper identification badge,
10 clients, family and law enforcement, in accordance with security procedures in
11 secured areas. All other admittance shall be with the advice, of the Nursing
12 House Supervisor, i.e.: deliveries and contractors. Officers shall ensure that
13 visitors entering a secured area has been signed in and issued a visitors pass by
14 COUNTY staff.

15 CONTRACTOR'S Officers shall perform duties to include but not
16 necessarily be limited to the following:

- 17 1.1.1 Upon observation of suspicious persons, packages, and
18 activity in lobby area report immediately to COUNTY
19 Administrative Management.
- 20 1.1.2 Operate video recorders, hand radios, cell phones, pagers,
21 and other communication devices.
- 22 1.1.3 Work with COUNTY personnel, law enforcement personnel,
23 and the public, in a positive, professional manner.
- 24 1.1.4 Lock up premises, set security alarm, and insure premises
25 are secure.
- 26 1.1.5 Provide general security control, and escort employees to
27 their vehicles when required.
- 28 1.1.6 Summon the appropriate police and fire authority and
29 appropriate COUNTY personnel.

SCOPE OF SERVICE

General Security Services, Inc. - RCRMC Inpatient Treatment Facility

- 30 1.1.7 Scan visitors prior to entering lock down nursing units for
31 patient visits.
- 32 1.1.8 In a Code Blue medical emergency, assist only as requested
33 by House Supervisor or designee.
- 34 1.1.9 On a daily basis all serious incidents shall be logged and
35 reported to the designated facility supervisors including, but
36 not necessarily limited to, bomb threats, accidents involving
37 any person or vehicle, and any acts of violence or theft.
- 38 1.1.10 Officers shall patrol COUNTY building, grounds and parking
39 lot on foot, checking all interior and exterior doors every
40 thirty (30) minutes in accordance with COUNTY Security
41 Operating Procedures, except during facility visiting hours.
42 Officers shall log each foot patrol on the Daily Activity
43 Report.
- 44 1.1.11 Except while escorting visitors, Officers shall only enter in-
45 patient units at the request of a COUNTY Supervisor, or
46 designee.
- 47 1.2 COUNTY prohibits the use of arrest powers by security personnel;
48 security personnel powers of arrest are no greater than that of a private citizen.
49 CONTRACTOR shall assume full liability for any of their employees in the
50 exercising of any police authority. When necessary, the proper police authority
51 shall be summoned. Security personnel shall use no unreasonable force unless
52 absolutely necessary for self-defense. Security personnel shall always be
53 cooperative with authorized emergency personnel, by providing assistance, while
54 not interfering in the performance of their duties.
- 55 1.3 CONTRACTOR shall obtain from the designated COUNTY
56 Administrator written authorization for all new Security Officers at least 24 hours
57 before they are initially assigned (or a later change in assignment of regular
58 personnel). The COUNTY requires the right to review and approve the
59 credentials of each assigned Security Officer prior to assignment.

SCOPE OF SERVICE

General Security Services, Inc. - RCRMC Inpatient Treatment Facility

60 1.4 CONTRACTOR shall perform a physical inspection of the facility
61 with the site manager to prepare a vulnerability assessment of the complex and
62 to coordinate a written set of instructions for Security Officers at each duty post.
63 The CONTRACTOR shall work with the COUNTY Services Coordinator to
64 develop a partnership in security and to give feedback on security issues.

65 1.5 CONTRACTOR shall assign an area Security Supervisor to
66 perform on-site visits of Security Officers while on duty, at a minimum of once a
67 week per each shift. CONTRACTOR shall assign an on-site lead Officer,
68 Monday through Friday to be responsible for all communication with the
69 COUNTY authority/representative.

70 1.6 The Officers assigned to COUNTY by CONTRACTOR shall have
71 normal concerns for their own physical safety and shall take reasonable
72 precautions not to place themselves in situations that would encourage violence
73 or abuse against themselves or other persons in the area, and shall create a
74 favorable image in their appearance, attitude, and courtesy.

75 1.7 CONTRACTOR shall assign the same personnel on a continuing
76 basis until such time the COUNTY determines that because of personnel
77 problems, certain personnel may no longer be deemed necessary to work at the
78 facility. CONTRACTOR shall be expected to schedule two (2) security personnel
79 per shift. COUNTY will not pay overtime unless COUNTY requests the
80 personnel to work over their scheduled shift.

81 1.8 CONTRACTOR shall insure an unbiased criminal history report that
82 conforms to all applicable state and federal, regulation, be included in each
83 employee's personnel file. This report shall reveal whether the employee has
84 any felony and misdemeanor convictions, and pending cases, including date,
85 nature of offense, sentencing date, disposition and current status.
86 CONTRACTOR shall not assign any employee with a criminal history report
87 revealing a felony and/or misdemeanor conviction and/or pending case.

88 1.9 CONTRACTOR shall insure assigned Officers are adequately
89 trained and experienced in the use of all-purpose fire extinguishers, drug and

SCOPE OF SERVICE

General Security Services, Inc. - RCRMC Inpatient Treatment Facility

90 narcotics identification, bomb threat situations, and be specifically trained for
91 each piece of security equipment carried.

92 1.10 CONTRACTOR shall provide evidence of CPR/First Aid Training
93 for each Officer assigned to the COUNTY.

94 1.11 CONTRACTOR shall, at their expense, have all assigned Officers
95 complete an established company's training program, and shall make evidence
96 of such training available upon request of the COUNTY. CONTRACTOR shall,
97 at their expense, conduct unannounced drug screening of Security Officers
98 assigned to this facility.

99 1.12 CONTRACTOR shall, at their expense, have all assigned officers
100 complete the COUNTY sponsored Management of Assaultive Behavior (MAB)
101 class prior to assignment to the COUNTY, to be renewed each year thereafter.
102 Although subject to change throughout the contract period the current cost of the
103 MAB class is in the amount of seventy-five (\$75.00) dollars per participant.

104 1.13 Upon notification of award of contract, CONTRACTOR shall
105 immediately provide to COUNTY a list and supporting documentation for the
106 prospective security personnel and supervisors to be assigned in the fulfillment of
107 the requirements of this Agreement. The information shall include, at a minimum,
108 the following on each prospective security officer:

- 109 • Full legal name, and any aliases;
- 110 • Date of birth;
- 111 • California driver's license number;
- 112 • Current address and telephone number (residence);
- 113 • One current color photograph (at least 2" X 3" full face front,
114 head and shoulders only);
- 115 • Copy of permanent (not temporary) individual State Guard
116 License for each prospective security specialist;
- 117 • Background check
- 118 • All employee health requirements as mandated by JCAHO and
119 CAL-OSHA, General Safety Order-Title 8

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC Inpatient Treatment Facility

- 120 • Evidence of CPR/First Aid training
- 121 1.14 All Officers assigned to COUNTY must be free from symptoms of
122 infectious disease. All records pertaining to this shall be kept in Contractors office
123 and made available to COUNTY upon request.
- 124 1.15 All Officers assigned to COUNTY must be able to speak, write and
125 read the English Language.
- 126 1.16 All Officers assigned at no time during his/her shift will leave their post,
127 unless requested to do so by a COUNTY authority/representative.
- 128 1.17 All Officers assigned to COUNTY shall meet the requirements of the
129 California State Department of Consumer Affairs, Bureau of Security, and
130 Investigative Service, and posses a valid, permanent security guard
131 registration/permit. A membership in the American Society for industrial security will
132 be considered desirable.
- 133 1.18 CONTRACTOR shall be required to supply at CONTRACTOR's
134 expense safety gear for all assigned Officers.
- 135 1.19 CONTRACTOR's assigned Officers are expected to display a
136 professional image and manner at all times while on duty. Consistent with this is the
137 expectation the security personnel will be focused on being alert to their surroundings
138 at all times while on duty and will not be engaged in any activities that distract them
139 (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.
- 140 1.20 The assigned Officers shall take two (2) ten-minute breaks, one before
141 and after lunch and one (1) thirty minute lunch break to be taken on premises, and
142 after notification to COUNTY Administrative Management.
- 143 1.21 CONTRACTOR shall provide uniforms with the Security Company's
144 logo identified. Security guard personnel are expected to maintain a clean and
145 professional appearance and wear only clean, pressed, full uniform at all times while
146 on duty. Security personnel's uniforms shall not have rips, tears, visible repairs,
147 missing buttons, excessive tightness, or bagginess. Pins and jewelry cannot be worn
148 on Uniforms.

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC Inpatient Treatment Facility

149 1.22 CONTRACTOR's Officers shall be outfitted in attractive uniforms
150 appropriate to the type of assignment that they are working with examples below.

A. Paramilitary design:	B. Blazer design:
1. Shirt with logo patch (no metal badge)	1. Shirt with logo patch (no metal badge)
2. Tie	2. Tie
3. Coordinated trousers	3. Coordinated dress slacks
4. Coordinated belt	4. Coordinated dress belt
5. Uniform coat	5. Two-button blazer

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PAYMENT PROVISIONS
General Security Services, Inc. - RCRMC Inpatient Treatment Facility

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7

Cost Rate: **\$13.97 per hour**

This **rate is all inclusive** and shall include all Contractor expenses, overtime hours and holiday hours.

Facility Location Address: **9990 County Farm Road, Riverside**

Coverage: **Sunday through Saturday**

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and
 2 is made part of the **General Security Services, Inc.** (the "Underlying Agreement") between the
 3 County of Riverside ("County") and **General Security Services, Inc.** ("Contractor") as of the
 4 date of approval by both parties (the "Effective Date").

RECITALS

5
 6 WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to
 7 which Contractor provides services to County, and in conjunction with the provision of such
 8 services certain Protected Health Information ("PHI") and/or certain electronic Protected Health
 9 Information (ePHI) may be made available to Contractor for the purposes of carrying out its
 10 obligations under the Underlying Agreement; and,

11 WHEREAS, the provisions of the Health Insurance Portability and Accountability Act,
 12 Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR,
 13 Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be
 14 amended from time to time, which are applicable to the protection of any disclosure of PHI
 15 and/or ePHI pursuant to the Underlying Agreement; and,

16 WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

17 WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business
 18 Associate as defined in the Privacy Rule; and,

19 WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in
 20 compliance with the Privacy Rule, Security Rule, or other applicable law;

21 NOW, THEREFORE, in consideration of the mutual promises and covenants contained
 22 herein, the parties agree as follows:

23 1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have
 24 the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be
 25 amended from time to time.

26 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI

27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:

28 (1) On behalf of the County, or to provide services to the County for the purposes
 29 contained herein, if such use or disclosure would not violate the Privacy Rule
 30 and/or Security Rule;

31 (2) As necessary to perform any and all of its obligations under the Underlying
 32 Agreement.

33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
 34 permitted or authorized by this Addendum or required by law, Contractor may:

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

- 1 (1) Use the PHI and/or ePHI in its possession for its proper management and
2 administration and to fulfill any legal obligations.
- 3 (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose
4 of Contractor's proper management and administration or to fulfill any legal
5 responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as
6 necessary for Contractor's operations only if:
- 7 (a) The disclosure is required by law; or
- 8 (b) Contractor obtains written assurances from any person or organization to
9 which Contractor will disclose such PHI and/or ePHI that the person or
10 organization will:
- 11 (i) Hold such PHI and/or ePHI in confidence and use or further disclose it
12 only for the purpose of which Contractor disclosed it to the third party, or
13 as required by law; and,
- 14 (ii) The third party will notify Contractor of any instances of which it
15 becomes aware in which the confidentiality of the information has been
16 breached.
- 17 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that
18 of other data for the purpose of providing County with data analyses related to
19 the Underlying Agreement, or any other purpose, financial or otherwise, as
20 requested by County.
- 21 (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized
22 by the Underlying Agreement or this Addendum without patient authorization or
23 de-identification of the PHI and/or ePHI as authorized in writing by County.
- 24 (5) De-identify any and all PHI and/or ePHI of County received by Contractor
25 under this Addendum provided that the de-identification conforms to the
26 requirements of the Privacy Rule and/or Security Rule and does not preclude
27 timely payment and/or claims processing and receipt.
- 28 C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives
29 from County, nor from another business associate of County, except as permitted
30 or required by this Addendum, or as required by law, or as otherwise permitted by
31 law.
- 32 D. Notwithstanding the foregoing, in any instance where applicable state and/or
33 federal laws and/or regulations are stricter in their requirements than the
34 provisions of HIPAA and prohibit the disclosure of mental health, and/or substance
35 abuse records, the applicable state and/or federal laws and/or regulations shall
36 control the disclosure of records.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

1 3. Obligations of County.

2 A. County agrees that it will make its best efforts to promptly notify Contractor in
3 writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to
4 by County that may affect Contractor's ability to perform its obligations under the
5 Underlying Agreement, or this Addendum.

6 B. County agrees that it will make its best efforts to promptly notify Contractor in
7 writing of any changes in, or revocation of, permission by any individual to use or
8 disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's
9 ability to perform its obligations under the Underlying Agreement, or this
10 Addendum.

11 C. County agrees to make it's best efforts to promptly notify Contractor in writing of
12 any known limitation(s) in its notice of privacy practices to the extent that such
13 limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

14 D. County shall not request Contractor to use or disclose PHI and/or ePHI in any
15 manner that would not be permissible under the Privacy Rule and/or Security
16 Rule.

17 E. County will obtain any authorizations necessary for the use or disclosure of PHI
18 and/or ePHI, so that Contractor can perform its obligations under this Addendum
19 and/or the Underlying Agreement.

20 4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by
21 County to Contractor, Contractor agrees to:

22 A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum
23 or as required by law.

24 B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI
25 and/or ePHI other than as provided for by this Addendum.

26 C. To the extent practicable, mitigate any harmful effect that is known to Contractor of
27 a use or disclosure of PHI and/or ePHI by Contractor in violation of this
28 Addendum.

29 D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this
30 Addendum of which Contractor becomes aware.

31 E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI
32 to agree to the same restrictions and conditions that apply to Contractor pursuant
33 to this Addendum.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

- 1 F. Use appropriate administrative, technical and physical safeguards to prevent
2 inappropriate use or disclosure of PHI and/or ePHI created or received for or from
3 the County.
- 4 G. Obtain and maintain knowledge of the applicable laws and regulations related to
5 HIPAA, as may be amended from time to time.
- 6 5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- 7 A. Provide access, at the request of County, within five (5) days, to PHI in a
8 Designated Record Set, to the County, or to an Individual as directed by the
9 County.
- 10 B. To make any amendment(s) to PHI in a Designated Record Set that the County
11 directs or agrees to at the request of County or an Individual within sixty (60) days
12 of the request of County.
- 13 C. To assist the County in meeting its disclosure accounting under HIPAA:
- 14 (1) Contractor agrees to document such disclosures of PHI and information related
15 to such disclosures as would be required for the County to respond to a
16 request by an Individual for an accounting of disclosures of PHI.
- 17 (2) Contractor agrees to provide to County or an Individual, within sixty (60) days,
18 information collected in accordance with this section to permit the County to
19 respond to a request by an Individual for an accounting of disclosures of PHI.
- 20 (3) Contractor shall have available for the County the information required by this
21 section for the six (6) years preceding the County's request for information
22 (except the Contractor need have no information for disclosures occurring
23 before April 14, 2003).
- 24 D. Make available to the County, or to the Secretary of Health and Human Services,
25 Contractor's internal practices, books and records relating to the use of and
26 disclosure of PHI for purposes of determining Contractor's compliance with the
27 Privacy Rule, subject to any applicable legal restrictions.
- 28 E. Within thirty (30) days of receiving a written request from County, make available
29 any and all information necessary for County to make an accounting of disclosures
30 of County PHI by Contractor.
- 31 F. Within thirty (30) days of receiving a written request from County, incorporate any
32 amendments or corrections to the PHI in accordance with the Privacy Rule in the
33 event that the PHI in Contractor's possession constitutes a Designated Record
34 Set.
- 35 G. Not make any disclosure of PHI that County would be prohibited from making.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

1 6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor
2 needs to create or have access to County ePHI, Contractor agrees to:

- 3 A. Implement and maintain reasonable and appropriate administrative, physical, and
4 technical safeguards to protect the confidentiality of, the integrity of, the availability
5 of, and authorized persons' accessibility to, County ePHI as applicable under the
6 terms and conditions of the Underlying Agreement. The ePHI shall include that
7 which the Contractor may create, receive, maintain, or transmit on behalf of the
8 County.
- 9 B. Ensure that any agent, including a subcontractor, to whom Contractor provides
10 ePHI agrees to implement reasonable and appropriate safeguards.
- 11 C. Report to County any security incident of which Contractor becomes aware that
12 concerns County ePHI.

13 7. Term and Termination.

- 14 A. Term – this Addendum shall commence upon the Effective Date and terminate
15 upon the termination of the Underlying Agreement, except as terminated by
16 County as provided herein.
- 17 B. Termination for Breach – County may terminate this Addendum, effective
18 immediately, without cause, if County, in its sole discretion, determines that
19 Contractor has breached a material provision of this Addendum. Alternatively,
20 County may choose to provide Contractor with notice of the existence of an
21 alleged material breach and afford Contractor with an opportunity to cure the
22 alleged material breach. In the event Contractor fails to cure the breach to the
23 satisfaction of County in a timely manner, County reserves the right to immediately
24 terminate this Addendum.
- 25 C. Effect of Termination – upon termination of this Addendum, for any reason,
26 Contractor shall return or destroy all PHI and/or ePHI received from the County, or
27 created or received by Contractor on behalf of County, and, in the event of
28 destruction, Contractor shall certify such destruction, in writing, to County. This
29 provision shall apply to all PHI and/or ePHI which is in possession of
30 subcontractors or agents of Contractor. Contractor shall retain no copies of the
31 PHI and/or ePHI.
- 32 D. Destruction not Feasible – in the event that Contractor determines that returning or
33 destroying the PHI and/or ePHI is not feasible, Contractor shall provide written
34 notification to County of the conditions which make such return or destruction not
35 feasible. Upon determination by Contractor that return or destruction of PHI
36 and/or ePHI is not feasible, Contractor shall extend the protections of this
37 Addendum to such PHI and/or ePHI and limit further uses and disclosures of such

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

1 PHI and/or ePHI to those purposes which make the return or destruction not
2 feasible, for so long as Contractor maintains such PHI and/or ePHI.

3 8. Hold Harmless/Indemnification

4 Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts
5 and Departments of the County, their respective directors, officers, Board of
6 Supervisors, elected and appointed officials, employees, agents and representatives
7 from any liability whatsoever, based or asserted upon any services of Contractor, its
8 officers, employees, subcontractors, agents or representatives arising out of or in any
9 way relating to this Addendum, including but not limited to property damage, bodily
10 injury, or death or any other element of any kind or nature whatsoever including fines,
11 penalties or any other costs and resulting from any reason whatsoever arising from
12 the performance of Contractor, its officers, agents, employees, subcontractors, agents
13 or representatives from this Addendum. Contractor shall defend, at its sole expense,
14 all costs and fees including but not limited to attorney fees, cost of investigation,
15 defense and settlements or awards all Agencies, Districts, Special Districts and
16 Departments of the County, their respective directors, officers, Board of Supervisors,
17 elected and appointed officials, employees, agents and representatives in any claim
18 or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by Contractor,
20 Contractor shall, at their sole cost, have the right to use counsel of their choice,
21 subject to the approval of County, which shall not be unreasonably withheld, and shall
22 have the right to adjust, settle, or compromise any such action or claim without the
23 prior consent of County; provided, however, that any such adjustment, settlement or
24 compromise in no manner whatsoever limits or circumscribes Contractor's
25 indemnification to County as set forth herein. Contractor's obligation to defend,
26 indemnify and hold harmless County shall be subject to County having given
27 Contractor written notice within a reasonable period of time of the claim or of the
28 commencement of the related action, as the case may be, and information and
29 reasonable assistance, at Contractor's expense, for the defense or settlement thereof.
30 Contractor's obligation hereunder shall be satisfied when Contractor has provided to
31 County the appropriate form of dismissal relieving County from any liability for the
32 action or claim involved.

33 The specified insurance limits required in the Underlying Agreement of this Addendum
34 shall in no way limit or circumscribe Contractor's obligations to indemnify and hold
35 harmless the County herein from third party claims arising from the issues of this
36 Addendum.

37 In the event there is conflict between this clause and California Civil Code Section
38 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
39 interpretation shall not relieve the Contractor from indemnifying the County to the
40 fullest extent allowed by law.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

1 In the event there is a conflict between this indemnification clause and an
2 indemnification clause contained in the Underlying Agreement of this Addendum, this
3 indemnification shall only apply to the subject issues included within this Addendum.

4 **9. General Provisions.**

5 A. Amendment – the parties agree to take such action as is necessary to amend this
6 Addendum from time to time as is necessary for County to comply with the Privacy
7 Rule, Security Rule, and HIPAA generally.

8 B. Survival – the respective rights and obligations of this Addendum shall survive the
9 termination or expiration of this Addendum.

10 C. Regulatory References – a reference in this Addendum to a section in the Privacy
11 Rule and/or Security Rule means the section(s) as in effect or as amended.

12 D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall
13 be resolved to permit County to comply with the Privacy Rule, Security Rule, and
14 HIPAA generally.

15 E. Interpretation of Addendum – this Addendum shall be construed to be a part of the
16 Underlying Agreement as one document. The purpose is to supplement the
17 Underlying Agreement to include the requirements of HIPAA.