

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

618



SUBMITTAL DATE:
January 5, 2010

FROM: Riverside County Regional Medical Center

SUBJECT: Professional Services Agreement for Mobile Med, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the professional services agreement with Mobile Med, Inc. for the period between January 1, 2010 through June 30, 2010, with the option to renew for two-(2) additional one-year periods in an aggregate amount of \$90,000 annually;
- 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 (RCRMC) is a 520,000 square foot state-off-the-art tertiary care and level II adult and pediatric facility, with 362 beds in the hospitals main acute care and 12 operating rooms (OR). The OR staff performs approximately 312 procedures a year and the service for laser technician and equipment rental is used weekly.

(continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 90,000	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: 100% - 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: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: T. Miller 1/28/10
 DATE: 1/28/10
 Department of BEAUCOURT T. MILLER, JR.
 Purchasing: Mark Seiler, Assistant Director
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ **District:** All **Agenda Number:** _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.14

TO: Board of Supervisors

Page: 2

SUBJECT: Professional Services Agreement for Mobile Med, Inc.

BACKGROUND:

On August 03, 2009, County Purchasing on behalf of RCRMC released a Request for Proposal (RFP) MCARC116 to secure laser technician and equipment rental services. Notices about the RFP were mailed to three agencies and advertised on the County's internet/website. And on September 2, 2009, one (1) responsive bid was received. Since the County received only one proposal, County Purchasing contacted the other two vendors to inquire as to why they did not submit a bid. Both companies stated they did not have personnel on staff to perform the requested services. The bid was evaluated by a team comprised of three OR nurses. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that the proposal submitted from Mobile Med, Inc. was responsive and responsible to perform these specialized services on behalf of RCRMC.

Mobile Med, Inc. has been serving the Southern California medical community for over 23 years with a variety of laser and specialty equipment. In addition, Mobile Med has provided services to RCRMC in the past and understands the needs of the hospital. They maintain the latest laser technology and ensures on time delivery for all of its scheduled procedures.

PRICE REASONABLENESS:

The bid received by Mobile Med, Inc. provides a cost effective laser rental to the hospital without the financial exposure of capital or the additional staffing expenses that can occur using the latest surgical laser technology. Mobile Meds proposed rates for technician and equipment rental are within reason and has remained fairly consistent for the past four years. Based on price and value to the County, it is recommended that Mobile Med, Inc. be selected at their proposed rates.

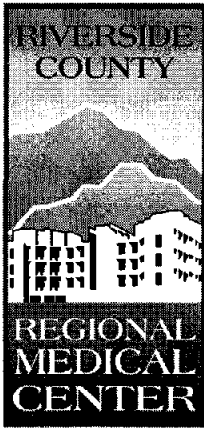
ATTACHMENT:

Professional Services Agreement with Mobile Med, Inc.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns



Memorandum

December 9, 2009

To: Riverside County Board of Supervisors

From: Douglas D. Bagley, Chief Executive Officer
Riverside County Regional Medical Center

Via: Riverside County Purchasing Agent

Subject: **Single Source Justification Request for Mobile Med, Inc.**

The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

Laser Technician and equipment rental services

Supplier being requested:

Mobile Med, Inc.

Alternative suppliers that can or might be able to provide supply/service:

There are limited companies, which meet the hospitals standard requirements. Although some companies may offer equipment rental supply, they were not able to provide both laser technicians and equipment rental which the hospital needs and requires.

Extent of market search conducted:

The market search included an internet search for laser technicians and equipment rental services. In addition, a Request for Proposal (MCARC116) was also released to solicit for these specific services. Notices about the bid were mailed to over three companies with similar services. Mobile Med, Inc. was the one responsible/responsive bid received.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Mobile Med, Inc. has been serving the Southern California medical community for over 23 years with a variety of laser and specialty equipment. In addition, Mobile Med has provided services to Riverside County Regional Medical Center (RCRMC) in the past

and understand the needs of the hospital. They maintain the latest laser technology and ensure on time delivery of all scheduled procedures.

Reasons why my department requires these unique features and what benefit will accrue to the county:

Mobile Med maintains the latest laser technology which meets both RCRMC standards and Joint Commission regulations. RCRMC has 12 operating rooms (OR) and RCRMC performs approximately 312 procedures a year (approximately 6 to 7 procedures in a week). The service for laser technician and equipment rental is used weekly which is considerably needed by the OR staff.

Price Reasonableness:

The single bid received from Mobile Med, Inc. provides cost effective laser rental to the hospital without the financial exposure of capital or the additional staffing expenses than can occur using the latest surgical laser technology. Based on price and value to the County and as the single most responsive bid received, the proposed rates for both the technician and equipment rental fees were within reason.

Breakdown of costs:

Professional Component: (hourly rate)	
Technician	\$75.00
Equipment Rental Component: (flat rate fee)	
KTP / YAG Laser	\$300.00
KTP / YAG Laser (200 – 600 micron)	\$150.00
Co2 Laser	\$295.00
Holmium Laser	\$550.00
Holmium Laser (200 micron & 1000 micron)	\$90.00
CUSA	\$1,000.00
Argon Beam Coagulator	\$325.00
SLT Laser	\$275.00
Laserscope GreenLight HPS Laser	\$675.00
GreenLight IQ Fiber Optic	\$1,000.00

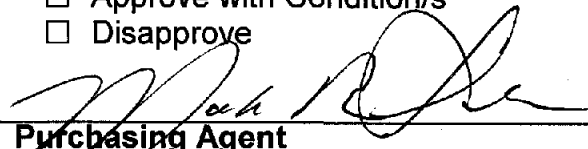
Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No.**


 Department Head Signature

12/14/09
 Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove


 Purchasing Agent

12-17-09
 Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
MOBILE MED, 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 Center,
3 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and
4 Mobile Med, Inc., hereinafter referred to as CONTRACTOR.

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

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

10 NOW THEREFORE, in consideration of the mutual promises, covenants and
11 conditions hereinafter contained the PARTIES hereto mutually agree as provided on
12 pages 1 through 29, Exhibit A, and Attachment A, attached hereto and incorporated
13 herein.

14 **1.0 HIPAA Business Associate Agreement**

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

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**PROFESSIONAL SERVICES AGREEMENT
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23 **2.0 DESCRIPTION OF SERVICES**

24 CONTRACTOR shall provide COUNTY, (RCRMC) with laser technician
25 services and rental of surgical lasers to include, but is not limited to the following:

26 **2.1 CONTRACTOR Technician Requirements:**

27 CONTRACTOR Technicians shall:

28 2.1.1 Adhere to all RCRMC policies.

29 2.1.2 Provide COUNTY with verification of competency for
30 CONTRACTOR staff performing equipment maintenance to include, job description,
31 licensure and/or certifications and evidence of training/education.

32 2.1.3 Be trained and experienced in treatments and shall
33 possess a valid license to practice as a Certified Radiology Technologist in the State
34 of California.

35 2.1.4 Must have annual health screening to include a
36 tuberculosis (TB) test, and/or Chest X-Ray (verifying absence of active disease), a
37 record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of
38 positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio,
39 Hepatitis B, and a general physical examination clearance.

40 2.1.5 Be orientated to COUNTY fire, disaster department
41 specific procedures, and infection control practices by COUNTY.

42 2.1.6 Must possess and wear a photographic identification card
43 supplied by CONTRACTOR.

44 2.1.7 Be able to speak, read and write the English language.

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45 2.1.8 Request the schedule from the Operating Room (OR)
46 scheduler prior to performing any work.

47 2.1.9 Check-in with the OR scheduler, Materials Management
48 and with Plant Operations each time they are on-site.

49 2.1.10 Must cooperatively adhere to COUNTY inspection(s) of all
50 contractor equipment each time CONTRACTOR is on-site.

51 2.1.11 Must be knowledgeable and certified to operate the
52 following laser equipment:

- 53 ▪ SLT
- 54 ▪ Cusa
- 55 ▪ Coherent Holmium
- 56 ▪ Co2
- 57 ▪ Argon Beam Coagulator
- 58 ▪ Coherent Ultra Pulse 5000c
- 59 ▪ Laserscope KP/YAG
- 60 ▪ Trimedyne Holmium
- 61 ▪ Laserscope Greenlight

62 2.1.12 Perform the following procedures to ensure safety of all
63 OR attendees and patients:

- 64 a. Check electrical safety leakage of laser;
- 65 b. Wipe down laser with germicidal agent used by the
66 hospital;

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- 67 c. Post laser warning signs;
- 68 d. Hang glasses with 10.600 NM and 5.0 OD
69 approvals for (Co2 Ultra Pulse 5000L lasers) on all doors accessible to OR suite;
- 70 e. Cover windows and hang glasses with 1064 NM
71 and 5.5 OS approval (KTP / YAG laser) on all doors accessible to OR suite;
- 72 f. Cover windows and hang glasses with 2010 NM
73 and 5.0 OS approval (Holmium laser) on all doors accessible to OR suite;
- 74 g. Provide glasses for everyone in the OR suite;
- 75 h. Record in the laser log the name of anyone who
76 declines to wear protective eye wear;
- 77 i. Complete a laser safety checklist;
- 78 j. Perform a pre-op check of the laser (i.e., warm up,
79 test fire and function test, calibration, self test mode) and any other test the laser
80 requires before the patient enters the OR suite;
- 81 k. Test laser through all accessories that potentially
82 will be used during the case, and check with test fire and function test;
- 83 l. Have necessary smoke evacuator available when
84 necessary;
- 85 m. Have extra fiber for back-up (where applicable);
- 86 n. Calibrate fiber when it is used, or when fewer than
87 five watts will be used;

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88 o. Make provisions for back-up fibers, and check
89 biber for HE:Ne transmission, when necessary;

90 p. Switch tips for arthroscopy procedures. Make sure
91 hospital has a stock of Disc Fibers;

92 q. Check all probes and scalpels (where applicable,
93 and be prepared to take any questionable piece of equipment out of circulation;

94 r. Sterilize probes, scalpels, and calibration sleeves
95 for ten (10) minutes in the hospital autoclave (where applicable);

96 s. Check blast shield and input power to laser (where
97 applicable) to ensure that they are functioning properly;

98 t. Inventory disposable, check and sterilize mini-
99 scope and fiber (where applicable);

100 u. Set laser to power requested by physician while
101 maintaining the safety of everyone in the OR suite;

102 v. Advise physician/surgeon of any circumstance that
103 will jeopardize the integrity of the laser, the safety of the patient, or anyone in the OR
104 suite. If the CONTRACTOR technician feels the laser is not being used correctly, he
105 or she will shut it down; and

106 w. Clean up, sterilize all instruments used, and wipe
107 down laser with germicidal agent.

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110 **2.2 CONTRACTOR Equipment Requirements:**

111 2.2.1 CONTRACTOR shall provide, maintain in good operation
112 condition and repair all laser and related equipment necessary for the provision of
113 services and provide documentation to Plant Operations in accordance with
114 COUNTY's Equipment Management Plan. The reports of equipment maintenance
115 shall included upgrades and equipment status.

116 2.2.2 Contractor shall provide equipment maintenance logs and
117 calibration certification as requested by Joint Commission, for all equipment brought
118 on-site.

119 2.2.3 CONTRACTOR's equipment shall show evidence of
120 regular preventive maintenance and service in accordance with the equipment
121 manufacturer's recommendation and/or specifications.

122 2.2.4 CONTRACTOR shall provide COUNTY with equipment
123 and consumable supplies at COUNTY for all scheduled assignments.

124 2.2.5 CONTRACTOR shall supply, for rental purposes the
125 following surgical laser equipment:

- 126 ▪ SLT
- 127 ▪ Cusa
- 128 ▪ Coherent Homium
- 129 ▪ Co2
- 130 ▪ Argon Beam Coagulator
- 131 ▪ Coherent Ultra Pulse 5000c

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- 132 ▪ Laserscope KP/YAG
- 133 ▪ Trimedyne Holmium
- 134 ▪ Laserscope Greenlight

135 2.2.6 CONTRACTOR shall ensure the correct sterilization
136 procedure of all instrumentation and equipment upon entering and exiting the
137 hospital as specified below:

138 a. All lasers, equipment and accessories will be wiped
139 down with germicidal disinfectants that are used by the hospital which will be done
140 prior to entering the OR suite, as well as before leaving the OR suite;

141 b. All instruments will be taken apart or opened up
142 and flashed for ten (10) minutes prior to case;

143 c. AU scopes and accessories that cannot be flashed
144 will be disinfected in accordance with hospital policies and procedures;

145 d. All instrumentation will be washed in germicidal
146 agent and will be sterilized for three (3) minutes in the hospitals autoclave before
147 leaving the hospital;

148 e. Smoke evacuator filters are thrown away after each
149 days use or after ninety (90) minutes of use;

150 f. ULPA filters are changed in three month intervals;

151 and

152 g. All electrical equipment is to be examined for safety
153 inspection by the hospitals biomedical technician, per hospital policy.

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154 **3.0 PERIOD OF PERFORMANCE**

155 This Agreement shall be effective as of January 1, 2010 through June
156 30, 2010, with the option to renew through the County's annual amendment process
157 for two-(2) additional years in one year increments, unless terminated as specified in
158 Section 6.0 Termination.

159 **4.0 COMPENSATION**

160 The COUNTY shall pay the CONTRACTOR for services performed and
161 expenses incurred in accordance with the terms of Exhibit A, Payment Provisions.

162 4.1 Maximum payments by COUNTY to CONTRACTOR shall not
163 exceed ninety thousand (**\$90,000**) dollars annually including all expenses. The
164 COUNTY is not responsible for any fees or costs incurred above or beyond the
165 contracted amount and shall have no obligation to purchase any specified amount of
166 services or products. Unless otherwise specifically stated in Exhibit A, COUNTY
167 shall not be responsible for payment of any of CONTRACTOR's expense related to
168 this Agreement.

169 4.2 No price increases will be permitted during the first year of this
170 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
171 to another governmental entity) will automatically be extended to the COUNTY. The
172 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to
173 any approved price adjustment. After the first year of the award, a minimum of 30-
174 days advance notice in writing is required to be considered and approved by
175 COUNTY. No retroactive price adjustments will be considered. Any price increases

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176 must be stated in a written amendment to this Agreement. The net dollar amount of
177 profit will remain firm during the period of the Agreement. Annual increases shall not
178 exceed the Consumer Price Index- All consumers, All Items – Greater Los Angeles,
179 Riverside and Orange County areas for unarmed security guard services and be
180 subject to satisfactory performance review by the COUNTY and approved (if needed)
181 for budget funding by the Board of Supervisors.

182 4.3 Said compensation shall be paid in accordance with an invoice
183 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
184 thirty (30) working days of receipt of the invoice. In accordance with California
185 Government Code Section 926.10, COUNTY is not allowed to pay excess interest
186 and late charges.

187 4.4 All invoices submitted by CONTRACTOR shall be addressed to,
188 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
189 Avenue, Moreno Valley, CA. 92555.

190 **5.0 ASSURANCES**

191 CONTRACTOR hereby agrees that, where applicable, services
192 provided hereunder will be performed in harmony with COUNTY policy and
193 procedure.

194 5.1 CONTRACTOR warrants that it is, and will remain, in compliance
195 with all State and Federal laws and the standards of the Joint Commission.

196 5.2 CONTRACTOR certifies that it is aware of the Occupational
197 Safety and Health Administration (OSHA) regulations of the U.S. Department of

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198 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,
199 and shall comply therewith as to all relative elements under this Agreement.

200 **6.0 TERMINATION**

201 6.1 COUNTY may terminate this Agreement without cause upon 30
202 days written notice served upon the CONTRACTOR stating the extent and effective
203 date of termination.

204 6.2 COUNTY may, upon five (5) days written notice, terminate this
205 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
206 with the terms of this Agreement or fails to make progress so as to endanger
207 performance and does not immediately cure such failure. In the event of such
208 termination, the COUNTY may proceed with the work in any manner deemed proper
209 by COUNTY.

210 6.3 After receipt of the notice of termination, CONTRACTOR shall:
211 (a) Stop all work under this Agreement on the date specified in the notice of
212 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by
213 COUNTY any materials, reports or other products which, if the Agreement had been
214 completed or continued, would have been required to be furnished to COUNTY.

215 6.4 After termination, COUNTY shall make payment only for
216 CONTRACTOR's performance up to the date of termination in accordance with this
217 Agreement and at the rates set forth in Exhibit A.

218 6.5 CONTRACTOR's rights under this Agreement shall terminate
219 (except for fees accrued prior to the date of termination) upon dishonesty or a willful

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220 or material breach of this Agreement by CONTRACTOR; or in the event of
221 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the
222 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any
223 further compensation under this Agreement.

224 6.6 The rights and remedies of COUNTY provided in this section
225 shall not be exclusive and are in addition to any other rights and remedies provided
226 by law or this Agreement.

227 **7.0 CONFIDENTIALITY**

228 CONTRACTOR agrees to protect from unauthorized disclosure of
229 names and other identifying information concerning either persons receiving services
230 under this Agreement or persons whose names or other identifying information
231 becomes known to CONTRACTOR as a result of services performed under this
232 Agreement, except statistical information not identifying any such person.

233 7.1 CONTRACTOR shall not disclose, except as otherwise
234 specifically permitted by this Agreement or authorized by the client or client's
235 representative, any such identifying information to anyone other than authorized
236 COUNTY personnel without prior written authorization from the COUNTY.

237 7.2 For the purpose of this paragraph, "identify" shall include, but not
238 limited to, name, identifying number, symbol, or other identifying particular assigned
239 to the individual, such as finger or voiceprint or photograph.

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242 **8.0 HOLD HARMLESS/INDEMNIFICATION**

243 CONTRACTOR shall indemnify and hold harmless the County of
244 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
245 directors, officers, Board of Supervisors, elected and appointed officials, employees,
246 agents and representatives (individually and collectively hereinafter referred to as
247 Indemnitees) from any liability whatsoever, based or asserted upon any services of
248 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
249 arising out of or in any way relating to this Agreement, including but not limited to
250 property damage, bodily injury, or death or any other element of any kind or nature
251 whatsoever arising from the performance of CONTRACTOR, its officers, employees,
252 subcontractors, agents or representatives Indemnitors from this Agreement.
253 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
254 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
255 Indemnitees in any claim or action based upon such alleged acts or omissions. With
256 respect to any action or claim subject to indemnification herein by CONTRACTOR,
257 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own
258 choice and shall have the right to adjust, settle, or compromise any such action or
259 claim without the prior consent of COUNTY; provided, however, that any such
260 adjustment, settlement or compromise in no manner whatsoever limits or
261 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

272 **9.0 INSURANCE**

273 9.1 Without limiting or diminishing the CONTRACTOR'S obligation to
274 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and
275 maintain or cause to be maintained, at its sole cost and expense, the following
276 insurance coverage's during the term of this Agreement.

277 9.2 WORKERS' COMPENSATION:

278 If the CONTRACTOR has employees as defined by the State of
279 California, the CONTRACTOR shall maintain statutory Workers' Compensation
280 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy
281 shall include Employers' Liability (Coverage B) including Occupational Disease with
282 limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed

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283 to waive subrogation in favor of The County of Riverside, and, if applicable, to
284 provide a Borrowed Servant/Alternate Employer Endorsement.

285 9.3 COMMERICAL GENERAL LIABILITY:

286 Commercial General Liability insurance coverage, including but
287 not limited to, premises liability, contractual liability, products and completed
288 operations liability, personal and advertising injury, and cross liability coverage,
289 covering claims which may arise from or out of CONTRACTOR'S performance of its
290 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
291 Districts, Special Districts, and Departments, their respective directors, officers,
292 Board of Supervisors, employees, elected or appointed officials, agents or
293 representatives as Additional Insureds. Policy's limit of liability shall not be less than
294 \$1,000,000 per occurrence combined single limit. If such insurance contains a
295 general aggregate limit, it shall apply separately to this agreement or be no less than
296 two (2) times the occurrence limit.

297 9.4 VEHICLE LIABILITY:

298 If vehicles or mobile equipment are used in the performance of
299 the obligations under this Agreement, then CONTRACTOR shall maintain liability
300 insurance for all owned, non-owned or hired vehicles so used in an amount not less
301 than \$1,000,000 per occurrence combined single limit. If such insurance contains a
302 general aggregate limit, it shall apply separately to this agreement or be no less than
303 two (2) times the occurrence limit. Policy shall name the County of Riverside, its
304 Agencies, Districts, Special Districts, and Departments, their respective directors,

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305 officers, Board of Supervisors, employees, elected or appointed officials, agents or
306 representatives as Additional Insureds.

307 9.5 PROFESSIONAL LIABILITY:

308 CONTRACTOR shall maintain Professional Liability Insurance
309 providing coverage for the CONTRACTOR's performance of work included within this
310 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
311 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
312 written on a claims made basis rather than an occurrence basis, such insurance shall
313 continue through the term of this Agreement and CONTRACTOR shall purchase at
314 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
315 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
316 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
317 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
318 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
319 continue for a period of five (5) years beyond the termination of this Agreement.

320 9.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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327 B. The CONTRACTOR'S insurance carrier(s) must declare
328 its insurance deductibles or self-insured retentions. If such deductibles or self-
329 insured retentions exceed \$500,000 per occurrence such deductibles and/or
330 retentions shall have the prior written consent of the County Risk Manager before the
331 commencement of operations under this Agreement. Upon notification of deductibles
332 or self insured retention's unacceptable to the COUNTY, and at the election of the
333 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
334 eliminate such deductibles or self-insured retention's as respects this Agreement with
335 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
336 investigations, claims administration, and defense costs and expenses.

337 C. CONTRACTOR shall cause CONTRACTOR'S insurance
338 carrier(s) to furnish the County of Riverside with either 1) a properly executed original
339 Certificate(s) of Insurance and certified original copies of Endorsements effecting
340 coverage as required herein, or 2) if requested to do so orally or in writing by the
341 County Risk Manager, provide original Certified copies of policies including all
342 Endorsements and all attachments thereto, showing such insurance is in full force
343 and effect. Further, said Certificate(s) and policies of insurance shall contain the
344 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
345 to the County of Riverside prior to any material modification, cancellation, expiration
346 or reduction in coverage of such insurance. In the event of a material modification,
347 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
348 forthwith, unless the County of Riverside receives, prior to such effective date,

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BETWEEN
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MOBILE MED, INC.**

349 another properly executed original Certificate of Insurance and original copies of
350 endorsements or certified original policies, including all endorsements and
351 attachments thereto evidencing coverage's set forth herein and the insurance
352 required herein is in full force and effect. **CONTRACTOR shall not commence**
353 **operations until the COUNTY has been furnished original Certificate (s) of**
354 **Insurance and certified original copies of endorsements or policies of**
355 **insurance including all endorsements and any and all other attachments as**
356 **required in this Section. An individual authorized by the insurance carrier to**
357 **do so on its behalf shall sign the original endorsements for each policy and the**
358 **Certificate of Insurance.**

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

363 E. If, during the term of this Agreement or any extension
364 thereof, there is a material change in the scope of services; or, there is a material
365 change in the equipment to be used in the performance of the scope of work which
366 will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or,
367 the term of this Agreement, including any extensions thereof, exceeds five (5) years
368 the COUNTY reserves the right to adjust the types of insurance required under this
369 Agreement and the monetary limits of liability for the insurance coverage's currently

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370 required herein, if; in the County Risk Manager's reasonable judgment, the amount or
371 type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

379 **10.0 AVAILABILITY OF FUNDING**

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

385 **11.0 RECORDS AND DOCUMENTS**

386 CONTRACTOR shall make available, upon written request by and duly
387 authorized Federal, State or COUNTY agency, a copy of this Agreement and such
388 books, documents and records as are necessary to certify the nature and extent of
389 the costs of the services provided by CONTRACTOR. All such CONTRACTOR shall
390 maintain books and records for at least five (5) years from the termination of this
391 Agreement.

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392 11.1 CONTRACTOR to provide COUNTY with reports and
393 information relative to this Agreement and in accordance with terms set forth herein,
394 as may be requested by COUNTY.

395 **12.0 MONITORING**

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

401 **13.0 LICENSE**

402 CONTRACTOR shall, through the term of this Agreement, maintain all
403 licenses necessary for the provision of the services hereunder and required by the
404 laws and regulations of the United States, the State of California, County of
405 Riverside, and all other governmental agencies. CONTRACTOR shall notify
406 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said
407 inability shall be cause for termination of this Agreement.

408 13.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
409 agents, and subcontractors performing services under the terms of this Agreement
410 are in compliance with all relative licensing requirements. CONTRACTOR hereby
411 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
412 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
413 such license(s). Said inability shall be cause for termination of this Agreement.

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414 13.2 COPY REQUIRED. A copy of each such license, permit,
415 approval, waiver, exemption, registration, accreditation, and certificate shall be
416 provided to Contracts Administration.

417 13.3 Further, CONTRACTOR hereby agrees to abide by the
418 standards of medical practice of the profession when performing services hereunder.

419 **14.0 NONDISCRIMINATION AND ELIGIBILITY**

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

428 14.1 For the purpose of this Agreement, distinctions on the grounds of
429 race, religion, color, sex, national origin, age, or physical or mental handicap include
430 but at not limited to the following:

431 A. Denying an eligible person or providing to an eligible
432 person any services or benefit which is different, or is provided in a different manner
433 or at a different time from that provided to other eligible persons under this
434 Agreement.

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

437 C. Restricting an eligible person differently in any way in the
438 enjoyment of any advantage or privilege enjoyed by others receiving similar service
439 or benefit.

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

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

447 **15.0 CONFLICT OF INTEREST**

448 CONTRACTOR and CONTRACTOR'S employees shall have no
449 interest, and shall nor acquire any interest, direct or indirect, which will conflict in any
450 manner or degree with the performance of services required under this Agreement.

451 **16.0 ALTERATION**

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

455 16.1 Only the County Board of Supervisors or County Purchasing
456 Agent may authorize the alteration or revision of this Agreement. The parties

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457 expressly recognize that COUNTY personnel are without authorization to either
458 change or waive any requirements of this Agreement.

459 **17.0 ASSIGNMENT**

460 CONTRACTOR may not delegate the obligations hereunder, either in
461 whole or in part, without prior written consent of COUNTY provided, however,
462 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
463 carried out by means of subcontracts if approved by COUNTY. No subcontract shall
464 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to
465 this Agreement. CONTRACTOR may not assign the rights hereunder, either in
466 whole or in part, without prior written consent of COUNTY. Any attempted
467 assignment or delegation in derogation of this paragraph shall be void. A change in
468 the business structure of CONTRACTOR, including but not limited to, change in the
469 majority ownership, change in the form of CONTRACTOR'S business organization,
470 management of CONTRACTOR, CONTRACTOR'S ownership of other business
471 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
472 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

473 **18.0 ADMINISTRATION**

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

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478 //

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479 **19.0 WAIVER**

480 Any waiver by COUNTY of any breach of any one or more of the terms
481 of this Agreement shall not be construed to be a waiver of any subsequent or other
482 breach of the same or of any other term thereof. Failure on the part of the COUNTY
483 to require exact, full and complete compliance with any terms of this Agreement shall
484 not be construed as in any manner changing the terms hereof or stopping COUNTY
485 from enforcement hereof.

486 **20.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY**

487 This Agreement and its construction and interpretation as to validity,
488 performance and breach shall be construed under the laws of the State of California.
489 Any legal action related to this Agreement shall be filed in the appropriate court
490 (Municipal or Superior) of the State of California located in Riverside, California. In
491 the event any provision in this Agreement is held by a court of competent jurisdiction
492 to be invalid, void, or unenforceable, the remaining provisions will nevertheless
493 continue in full force without being impaired or invalidated in any way.

494 **21.0 INDEPENDENT CONTRACTOR**

495 The CONTRACTOR is, for purposes arising out of this contract, an
496 Independent CONTRACTOR and shall not be deemed an employee of the COUNTY.
497 It is expressly understood and agreed that the CONTRACTOR shall in no event, as a
498 result of this contract, be entitled to any benefits to which COUNTY employees are
499 entitled, including but not limited to overtime, any retirement benefits, worker's
500 compensation benefits, and injury leave or other leave benefits. CONTRACTOR

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501 hereby holds COUNTY harmless from any and all claims that may be made against
502 COUNTY based upon any contention by any third party that an employer-employee
503 relationship exists by reason of this agreement.

504 21.1 It is further understood and agreed by the parties hereto that
505 CONTRACTOR in the performance of its obligation hereunder is subject to the
506 control or direction of COUNTY merely as to the result to be accomplished by the
507 services hereunder agreed to be rendered and performed and not as to the means
508 and methods for accomplishing the results.

509 **22.0 SUBCONTRACT FOR WORK OR SERVICES**

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

516 **23.0 INTEREST OF CONTRACTOR**

517 The CONTRACTOR covenants that it presently has no interest,
518 including but not limited to, other projects or independent contracts, and shall not
519 acquire any such interest, direct or indirect, which would conflict in any manner or
520 degree with the performance of services required to be performed under this
521 contract. The CONTRACTOR further covenants that in the performance of this

**PROFESSIONAL SERVICES AGREEMENT
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522 contract, no person having any such interest shall be employed or retained by it
523 under this contract.

524 **24.0 CONDUCT OF CONTRACTOR**

525 24.1 The CONTRACTOR agrees to inform the COUNTY of all the
526 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
527 be incompatible with any interest of the COUNTY.

528 24.2 The CONTRACTOR shall not, under circumstances, which might
529 reasonably be interpreted as an attempt to influence the recipient in the conduct of
530 his duties, accept any gratuity or special favor from individuals or organizations with
531 whom the CONTRACTOR is doing business or proposing to do business, in
532 accomplishing the work under the contract.

533 24.3 The CONTRACTOR shall not use for personal gain or make
534 other improper use of privileged information, which is acquired in connection with his
535 contract. In this connection, the term 'privileged information' includes, but is not
536 limited to, unpublished information relating to technological and scientific
537 development; medical, personnel, or security records of the individuals; anticipated
538 materials requirements or pricing actions; and knowledge of selection of
539 CONTRACTOR or subcontractors in advance of official announcement.

540 24.4 The CONTRACTOR or employees thereof shall not offer gifts,
541 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

542 //

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543 **25.0 DISALLOWANCE**

544 In the event the CONTRACTOR receives payment for services under
545 this contract which is later disallowed for nonconformance with the terms and
546 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the
547 disallowed amount to the COUNTY on request, or at its option, the COUNTY may
548 offset the amount disallowed from any payment due to the CONTRACTOR under any
549 contract with the COUNTY.

550 **26.0 RIGHT TO AQUIRE EQUIPMENT AND SERVICES**

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

554 **27.0 FORCE MAJEURE**

555 27.1 In the event CONTRACTOR is unable to comply with any
556 provision of this agreement due to causes beyond their control such as acts of God,
557 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
558 liable to COUNTY for such failure to comply.

559 27.2 In the event COUNTY is unable to comply with any provision of
560 this agreement due to causes beyond its control relating to acts of God, acts of war,
561 civil disorders, or other similar acts, COUNTY shall not be held liable to
562 CONTRACTOR for such failure to comply.

563 //

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564 **28.0 EDD REPORTING REQUIREMENTS**

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

571 It is expressly understood that this data will be transmitted to
572 governmental agencies charged with the establishment and enforcement of child
573 support orders and for no other purposes and will be held confidential by those
574 agencies. Failure of the contractor to timely submit the data and/or certificates
575 required may result in contract being awarded to another Contractor. In the event a
576 contract has been issued, failure of the Contractor to comply with all federal and state
577 reporting requirements for child support enforcement or to comply with all lawfully
578 served Wage and Earnings Assignments Orders and Notices of Assignment shall
579 constitute a material breach of contract. Failure to cure such breach within 60
580 calendar days of notice from the County shall constitute grounds for termination of
581 the contract.

582 If you have any questions concerning this reporting requirement, please
583 call (916) 657-0529. You may also contact your local Employment Tax Customer
584 Service Office listed in your telephone directory in the State Government section

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585 under "Employment Development Department," or you may access their Internet site
586 at www.edd.ca.gov.

587 **29.0 ENTIRE AGREEMENT**

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

594 **30.0 CAPTIONS AND PARAGRAPH HEADINGS**

595 Captions and paragraph headings used in this Agreement are for
596 convenience only and are not a part of this Agreement and shall not be used in
597 construing this Agreement.

598 **31.0 NOTICES**

599 All correspondence and notices required or contemplated by this
600 Agreement shall be delivered to the respective parties at the addresses set forth
601 below and are deemed submitted one day after their deposit in the United States
602 mail, postage prepaid.

603 **CONTRACTOR**

604 Mobile Med, Inc.
605 8667 Haven Avenue, Suite 200
606 Rancho Cucamonga, CA 91730

COUNTY

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

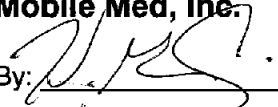
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607 **IN WITNESS WHEREOF**, the parties have executed this Agreement.

608 **CONTRACTOR**

COUNTY

609 **Mobile Med, Inc.**

610 By: 

By: _____

611 H. Gene Armendariz

Jeff Stone, Chairman

612 Type or Print Name and Title

613 Date: 12/11/09

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: B.T. Miller, Jr. 12/28/09
BEAUFORD T. MILLER, JR. DATE

**PAYMENT PROVISION
COST SHEET
MOBILE MED, INC.**

TECHNICIAN	PER HOUR RATE (minimum 2 hours)
Technician Fee	\$75.00
<i>NOTE: If fibers are needed for the case, they will be charged based on the pricing below.</i>	
Cancellation Fee	NO CHARGE
After Hour Fee (5:00 P.M.)	NO CHARGE
Weekend Fee	NO CHARGE

EQUIPMENT	FLAT RATE FEE
KTP / YAG Laser Rental	\$300.00
200 micron	\$150.00
500 micron	\$150.00
600 micron	\$150.00
ENT hand pieces	NO CHARGE
CO2 Laser Rental	\$295.00
CO2 Ultrapulse 5000C Laser Rental	\$295.00
Smoke Evacuator	Included
Smoke Evacuator Tubing	Included
Micromanipulator	Included
Colposcope	Included
Holmium Laser Rental (Holmium Urology Fibers)	\$550.00
200 micron	\$90.00
400 micron	Included
550 micron	Included
1000 micron	\$90.00
CUSA Rental	\$1,000.00
Disposable Pak	Included

Argon Beam Coagulator Rental	\$325.00
Triple Option hand piece	Included
5mm/10mm Laparoscopic	Included
45 Degree Pencil	Included
Grounding Pad	Included
Standby	\$250.00
SLT Laser Rental	\$275.00
Bare Fiber	Included
Saphire Tip	Included
Laserscope Green Light HPS Laser Rental	\$675.00
Green Light IQ Fiber Optic	\$1,000.00
Instrumentation	Included

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
MOBILE MED, INC.

1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and
2 is made part of the Professional Services Agreement (the "Underlying Agreement") between the
3 County of Riverside ("County") and **Mobile Med, Inc.** ("Contractor") as of the date of approval
4 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
MOBILE MED, 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.

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Between the County of Riverside and
MOBILE MED, 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
MOBILE MED, 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
MOBILE MED, 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

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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.

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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.