

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

942



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
February 23, 2010

**SUBJECT:** Approve the Agreements for registry services for Radiology Technicians with Riverside County Regional Medical Center (RCRMC)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached agreements with the following Contractors to provide Radiology Registry for RCRMC, in an aggregate amount not to exceed \$250,000:
  - ASAP Staffing, Inc.,
  - Maxim Healthcare Services, Inc.,
  - Premier Healthcare Services, LLC, and;
2. Authorize the Purchasing Agent to move dollars between these agreements as needs dictate as long as the aggregate amount does not exceed \$250,000 annually, and;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, to renew for up to four-(4) additional one-year periods up to the maximum amount of \$250,000 annually and to sign amendments that do not change the substantive terms of the agreement.

**BACKGROUND:**

On behalf of RCRMC, County Purchasing issued a formal request for proposal MCARC120 on October 19, 2009, to research the market for qualified, responsible and responsive contractors to provide

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 83,000	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

<b>SOURCE OF FUNDS:</b> 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: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL Purchasing: *Billy Cornett*  
 BY: *Tawny Lieu* DATE: *2/18/10*  
 Billy Cornett, Purchasing Manager  
 Departmental Concurrence

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

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

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.44

**SUBJECT:** Approve the Agreements for registry services for Radiology Technicians with Riverside County Regional Medical Center (RCRMC)

**BACKGROUND (Continued):**

temporary Radiology Registry services at the most economical rates. Qualified Radiology Technicians are required to temporarily and periodically fill positions and augment staff at RCRMC when regular staff is unavailable or during periods of increased patient census.

The proposal was sent to 41 potential bidders and advertised on the Riverside County Purchasing Web Site. Eight responsive/responsible proposals were received. The proposals were reviewed by an evaluation team consisting of three personnel from the hospital's Radiology/Diagnostic Imaging department. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform the services, their experience with other comparable size hospital facilities, and the overall cost to the County. After careful consideration and evaluation, in accordance with the Purchasing Department Policy and because no one registry has the ability to meet all the County requirements for emergency Radiology staffing, RCRMC request to award contracts to the top three bidders who received the highest scores. The scores ranged from 60.23 to 89.93.

As a measure to insure adequate Radiology staffing for quality patient care, RCRMC is requesting to enter into contracts for the professional services for Radiology registry staffing. These contracts supplement the hospital's specialized Radiology staff, where the hospital is experiencing a severe shortage of staff that is difficult to fill. This is a national shortage that is being driven by a shortage of Radiology Technologists and schools/educators to teach the students. In addition, the specialized category of Cat Scan (CT) Technologists are needed 24/7 to meet the Title 22 Trauma requirement and avoid Trauma diversion. The ability of RCRMC's Radiology/Diagnostic Imaging Department to provide these specialty services timely, impacts physician's diagnosis and treatment of patients. If RCRMC cannot provide these services for its inpatients, these inpatients must be referred to another facility at a considerable cost to the hospital.

Therefore, the Director of RCRMC requests your approval of the recommended motions.

**PRICE REASONABLENESS:**

Eight proposals were received and thoroughly reviewed by an evaluation team made up of RCRMC's department staff. The top three highest scoring bidders were offered the opportunity to contract with the County since they proposed the lowest bids and agreed to the County terms and conditions. The proposed fees for Radiology Technicians ranged from \$45.00 per hour to \$50.00 per hour.

RCRMC requests the approval of an aggregate amount of \$250,000, to be utilized as required between three participating registry contractors. RCRMC will utilize the lowest cost registry with available staff as each need arises.

**FINANCIAL IMPACT:**

The current fiscal year total cost is based on four-(4) months of service in the amount of \$83,000.00. Funding for these radiology registry services is 100% Hospital Enterprise funded and does not require additional County funds.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
ASAP STAFFING, 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 ASAP Staffing, 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 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14           **1.0 HIPAA Business Associate Agreement**

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

21           **2.0 DESCRIPTION OF SERVICES**

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22           CONTRACTOR shall provide all services as outlined and specified in  
23 **Exhibit A**, Scope of Services, consisting of 8 pages.

24           **3.0 HOSPITAL REQUEST FOR SERVICES**

25           3.1 COUNTY shall use its best efforts to request registry staff at  
26 least two (2) hours prior to reporting time.

27           3.2 If registry staff is requested by COUNTY less than one (1) hour  
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start  
29 of the shift, provided the registry staff reports to work within one (1) hour of the start  
30 of the shift.

31           3.3 If registry staff is requested after the start of a shift, CONTRACTOR  
32 will be paid for that registry staff from the time the request was made, provided the  
33 registry staff reports to work within one (1) hour of the time of the request.

34           3.4 Prior to two (2) hours to reporting time, COUNTY may change or  
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It  
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY  
37 changes or cancels such a request.

38           3.5 If COUNTY cancels a request for registry staff less than two (2)  
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,  
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
43 hours of applicable compensation.

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44           3.6    If CONTRACTOR cancels a request by COUNTY for a registry  
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot  
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a  
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of  
48 applicable compensation.

49           3.7    If a change occurs which results in registry staff no longer being  
50 needed by COUNTY after reporting to work, the registry staff will be discharged from  
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
52 minimum of four (4) hours, whichever is greater.

53           3.8    All requests for services or cancellations shall be made by  
54 COUNTY Pharmacy Department Manager or designee

55           **4.0    PERIOD OF PERFORMANCE**

56           This Agreement shall be effective as of the date of final execution and  
57 continue in effect through June 30, 2010, with the option to renew through the  
58 County's annual amendment process for four-(4) additional fiscal years in one-year  
59 increments, unless terminated as specified in Section 7.0 Termination.

60           **5.0    COMPENSATION**

61           The COUNTY shall pay the CONTRACTOR for services performed and  
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.  
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for  
64 each individual classification needed by the user department. If the first  
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

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66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,  
67 with the next lowest cost for the classification needed, and so on until the position is  
68 filled.

69           5.1 Maximum payments by COUNTY to all CONTRACTORS shall  
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)  
71 annually. The COUNTY is not responsible for any fees or costs incurred above or  
72 beyond the contracted amount and shall have no obligation to purchase any  
73 specified amount of services or products. Unless otherwise specifically stated in  
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's  
75 expense related to this Agreement.

76           5.2 No price increases will be permitted during the first year of this  
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
78 to another governmental entity) will automatically be extended to the COUNTY. The  
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
80 any approved price adjustment. After the first year of the award, a minimum of 30-  
81 days advance notice in writing is required to be considered and approved by  
82 COUNTY. No retroactive price adjustments will be considered. Any price increases  
83 must be stated in a written amendment to this Agreement.

84           5.3 Said compensation shall be paid in accordance with an invoice  
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
86 thirty (30) working days of receipt of the invoice. In accordance with California

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87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
88 and late charges.

89           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
91 Avenue, Moreno Valley, CA. 92555.

92           **6.0 ASSURANCES**

93           CONTRACTOR hereby agrees that, where applicable, services  
94 provided hereunder will be performed in harmony with COUNTY policy and  
95 procedure.

96           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
97 with all State and Federal laws and the standards of the Joint Commission.

98           6.2 CONTRACTOR certifies that it is aware of the Occupational  
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
101 and shall comply therewith as to all relative elements under this Agreement.

102           **7.0 TERMINATION**

103           7.1 COUNTY may terminate this Agreement without cause upon 30  
104 days written notice served upon the CONTRACTOR stating the extent and effective  
105 date of termination.

106           7.2 COUNTY may, upon five (5) days written notice, terminate this  
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
108 with the terms of this Agreement or fails to make progress so as to endanger

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109 performance and does not immediately cure such failure. In the event of such  
110 termination, the COUNTY may proceed with the work in any manner deemed proper  
111 by COUNTY.

112           7.3 After receipt of the notice of termination, CONTRACTOR shall:

113 (a) Stop all work under this Agreement on the date specified in the notice of  
114 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
115 COUNTY any materials, reports or other products which, if the Agreement had been  
116 completed or continued, would have been required to be furnished to COUNTY.

117           7.4 After termination, COUNTY shall make payment only for  
118 CONTRACTOR's performance up to the date of termination in accordance with this  
119 Agreement and at the rates set forth in Exhibit A.

120           7.5 CONTRACTOR's rights under this Agreement shall terminate  
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
122 or material breach of this Agreement by CONTRACTOR; or in the event of  
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the  
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
125 further compensation under this Agreement.

126           7.6 The rights and remedies of COUNTY provided in this section  
127 shall not be exclusive and are in addition to any other rights and remedies provided  
128 by law or this Agreement.

129           **8.0 CONFIDENTIALITY**



**PROFESSIONAL SERVICES AGREEMENT  
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130           CONTRACTOR agrees to protect from unauthorized disclosure of  
131 names and other identifying information concerning either persons receiving services  
132 under this Agreement or persons whose names or other identifying information  
133 becomes known to CONTRACTOR as a result of services performed under this  
134 Agreement, except statistical information not identifying any such person.

135           8.1 CONTRACTOR shall not disclose, except as otherwise  
136 specifically permitted by this Agreement or authorized by the client or client's  
137 representative, any such identifying information to anyone other than authorized  
138 COUNTY personnel without prior written authorization from the COUNTY.

139           8.2 For the purpose of this paragraph, "identify" shall include, but not  
140 limited to, name, identifying number, symbol, or other identifying particular assigned  
141 to the individual, such as finger or voiceprint or photograph.

142           **9.0 HOLD HARMLESS/INDEMNIFICATION**

143           CONTRACTOR shall indemnify and hold harmless the County of  
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
146 agents and representatives (individually and collectively hereinafter referred to as  
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
149 arising out of or in any way relating to this Agreement, including but not limited to  
150 property damage, bodily injury, or death or any other element of any kind or nature  
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

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152 subcontractors, agents or representatives Indemnitors from this Agreement.  
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
158 choice and shall have the right to adjust, settle, or compromise any such action or  
159 claim without the prior consent of COUNTY; provided, however, that any such  
160 adjustment, settlement or compromise in no manner whatsoever limits or  
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172           **10.0 INSURANCE**

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173           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
175 maintain or cause to be maintained, at its sole cost and expense, the following  
176 insurance coverage's during the term of this Agreement.

177           10.2 WORKERS' COMPENSATION:

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

185           10.3 Commercial General Liability:

186           Commercial General Liability insurance coverage, including but  
187 not limited to, premises liability, contractual liability, products and completed  
188 operations liability, personal and advertising injury, and cross liability coverage,  
189 covering claims which may arise from or out of CONTRACTOR'S performance of its  
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
191 Districts, Special Districts, and Departments, their respective directors, officers,  
192 Board of Supervisors, employees, elected or appointed officials, agents or  
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than  
196 two (2) times the occurrence limit.

197           10.4 VEHICLE LIABILITY:

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

207           10.5 PROFESSIONAL LIABILITY:

208           CONTRACTOR shall maintain Professional Liability Insurance  
209 providing coverage for the CONTRACTOR's performance of work included within this  
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is  
212 written on a claims made basis rather than an occurrence basis, such insurance shall  
213 continue through the term of this Agreement and CONTRACTOR shall purchase at  
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
219 continue for a period of five (5) years beyond the termination of this Agreement.

220           10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

237           C. CONTRACTOR shall cause CONTRACTOR'S insurance  
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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239 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
240 coverage as required herein, or 2) if requested to do so orally or in writing by the  
241 County Risk Manager, provide original Certified copies of policies including all  
242 Endorsements and all attachments thereto, showing such insurance is in full force  
243 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
244 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
245 to the County of Riverside prior to any material modification, cancellation, expiration  
246 or reduction in coverage of such insurance. In the event of a material modification,  
247 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
248 forthwith, unless the County of Riverside receives, prior to such effective date,  
249 another properly executed original Certificate of Insurance and original copies of  
250 endorsements or certified original policies, including all endorsements and  
251 attachments thereto evidencing coverage's set forth herein and the insurance  
252 required herein is in full force and effect. **CONTRACTOR shall not commence**  
253 **operations until the COUNTY has been furnished original Certificate (s) of**  
254 **Insurance and certified original copies of endorsements or policies of**  
255 **insurance including all endorsements and any and all other attachments as**  
256 **required in this Section. An individual authorized by the insurance carrier to**  
257 **do so on its behalf shall sign the original endorsements for each policy and the**  
258 **Certificate of Insurance.**

259 D. It is understood and agreed to by the parties hereto that  
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-  
262 insured programs shall not be construed as contributory.

263 E. If, during the term of this Agreement or any extension  
264 thereof, there is a material change in the scope of services; or, there is a material  
265 change in the equipment to be used in the performance of the scope of work which  
266 will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or,  
267 the term of this Agreement, including any extensions thereof, exceeds five (5) years  
268 the COUNTY reserves the right to adjust the types of insurance required under this  
269 Agreement and the monetary limits of liability for the insurance coverage's currently  
270 required herein, if; in the County Risk Manager's reasonable judgment, the amount or  
271 type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

279 **11.0 AVAILABILITY OF FUNDING**

280 The COUNTY obligation for payment of any contract beyond the current  
281 fiscal year end is contingent upon the availability of funding from which payment can  
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such  
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and  
293 information relative to this Agreement and in accordance with terms set forth herein,  
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all  
303 licenses necessary for the provision of the services hereunder and required by the  
304 laws and regulations of the United States, the State of California, County of



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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
307 inability shall be cause for termination of this Agreement.

308           14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
309 agents, and subcontractors performing services under the terms of this Agreement  
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
313 such license(s). Said inability shall be cause for termination of this Agreement.

314           14.2 COPY REQUIRED. A copy of each such license, permit,  
315 approval, waiver, exemption, registration, accreditation, and certificate shall be  
316 provided to Contracts Administration.

317           14.3 Further, CONTRACTOR hereby agrees to abide by the  
318 standards of medical practice of the profession when performing services hereunder.

319           **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320           The CONTRACTOR shall not discriminate in the provision of services,  
321 allocation of benefits, accommodation in facilities, or employment of personnel, on  
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national  
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or  
324 physical or mental handicap, and shall comply with all other requirements of law  
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all  
327 programs or activities.

328           15.1 For the purpose of this Agreement, distinctions on the grounds of  
329 race, religion, color, sex, national origin, age, or physical or mental handicap include  
330 but at not limited to the following:

331           A. Denying an eligible person or providing to an eligible  
332 person any services or benefit which is different, or is provided in a different manner  
333 or at a different time from that provided to other eligible persons under this  
334 Agreement.

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

337           C. Restricting an eligible person differently in any way in the  
338 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
339 or benefit.

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

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

347           **16.0 CONFLICT OF INTEREST**

**PROFESSIONAL SERVICES AGREEMENT  
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ASAP STAFFING, INC.**

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

351           **17.0 ALTERATION**

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

355           17.1 Only the County Board of Supervisors or County Purchasing  
356 Agent may authorize the alteration or revision of this Agreement. The parties  
357 expressly recognize that COUNTY personnel are without authorization to either  
358 change or waive any requirements of this Agreement.

359           **18.0 ASSIGNMENT**

360           CONTRACTOR may not delegate the obligations hereunder, either in  
361 whole or in part, without prior written consent of COUNTY provided, however,  
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall  
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
366 whole or in part, without prior written consent of COUNTY. Any attempted  
367 assignment or delegation in derogation of this paragraph shall be void. A change in  
368 the business structure of CONTRACTOR, including but not limited to, change in the  
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

378 Any waiver by COUNTY of any breach of any one or more of the terms  
379 of this Agreement shall not be construed to be a waiver of any subsequent or other  
380 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
381 to require exact, full and complete compliance with any terms of this Agreement shall  
382 not be construed as in any manner changing the terms hereof or stopping COUNTY  
383 from enforcement hereof.

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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392           **22.0 INDEPENDENT CONTRACTOR**

393           The CONTRACTOR is, for purposes arising out of this contract, an  
394 independent contractor and shall not be deemed an employee of the COUNTY. It is  
395 expressly understood and agreed that the CONTRACTOR shall in no event, as a  
396 result of this contract, be entitled to any benefits to which COUNTY employees are  
397 entitled, including but not limited to overtime, any retirement benefits, worker's  
398 compensation benefits, and injury leave or other leave benefits. CONTRACTOR  
399 hereby holds COUNTY harmless from any and all claims that may be made against  
400 COUNTY based upon any contention by any third party that an employer-employee  
401 relationship exists by reason of this agreement.

402           22.1 It is further understood and agreed by the parties hereto that  
403 CONTRACTOR in the performance of its obligation hereunder is subject to the  
404 control or direction of COUNTY merely as to the result to be accomplished by the  
405 services hereunder agreed to be rendered and performed and not as to the means  
406 and methods for accomplishing the results.

407           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

408           No contract shall be made by the CONTRACTOR with any party for  
409 furnishing any of the work or services herein contained without the prior written  
410 approval of the COUNTY Contract Administrator but this provision shall not require  
411 the approval of contracts of employment between the CONTRACTOR and personnel

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412 assigned for services there under, or for parties named in the proposal and agreed to  
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

415 The CONTRACTOR covenants that it presently has no interest,  
416 including but not limited to, other projects or independent contracts, and shall not  
417 acquire any such interest, direct or indirect, which would conflict in any manner or  
418 degree with the performance of services required to be performed under this  
419 contract. The CONTRACTOR further covenants that in the performance of this  
420 contract, no person having any such interest shall be employed or retained by it  
421 under this contract.

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might  
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of  
428 his duties, accept any gratuity or special favor from individuals or organizations with  
429 whom the CONTRACTOR is doing business or proposing to do business, in  
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make  
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not  
434 limited to, unpublished information relating to technological and scientific  
435 development; medical, personnel, or security records of the individuals; anticipated  
436 materials requirements or pricing actions; and knowledge of selection of  
437 CONTRACTOR or subcontractors in advance of official announcement.

438           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440           **26.0 DISALLOWANCE**

441           In the event the CONTRACTOR receives payment for services under  
442 this contract which is later disallowed for nonconformance with the terms and  
443 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
444 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
445 offset the amount disallowed from any payment due to the CONTRACTOR under any  
446 contract with the COUNTY.

447           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451           **28.0 FORCE MAJEURE**

452           28.1 In the event CONTRACTOR is unable to comply with any  
453 provision of this agreement due to causes beyond their control such as acts of God,

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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
455 liable to COUNTY for such failure to comply.

456           28.2 In the event COUNTY is unable to comply with any provision of  
457 this agreement due to causes beyond its control relating to acts of God, acts of war,  
458 civil disorders, or other similar acts, COUNTY shall not be held liable to  
459 CONTRACTOR for such failure to comply.

460           **29.0 EDD REPORTING REQUIREMENTS**

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

467           It is expressly understood that this data will be transmitted to  
468 governmental agencies charged with the establishment and enforcement of child  
469 support orders and for no other purposes and will be held confidential by those  
470 agencies. Failure of the contractor to timely submit the data and/or certificates  
471 required may result in contract being awarded to another Contractor. In the event a  
472 contract has been issued, failure of the Contractor to comply with all federal and state  
473 reporting requirements for child support enforcement or to comply with all lawfully  
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall



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475 constitute a material breach of contract. Failure to cure such breach within 60  
476 calendar days of notice from the County shall constitute grounds for termination of  
477 the contract.

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

483           **30.0 ENTIRE AGREEMENT**

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

490           **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491           Captions and paragraph headings used in this Agreement are for  
492 convenience only and are not a part of this Agreement and shall not be used in  
493 construing this Agreement.

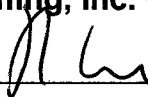
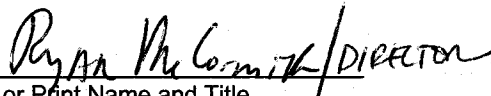
494           **32.0 NOTICES**

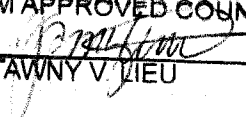
**PROFESSIONAL SERVICES AGREEMENT  
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495 All correspondence and notices required or contemplated by this  
496 Agreement shall be delivered to the respective parties at the addresses set forth  
497 below and are deemed submitted one day after their deposit in the United States  
498 mail, postage prepaid.

499	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
500	ASAP Staffing, Inc.	Riverside County Regional Medical Center
501	11 Golden Shore Avenue, Suite 360	26520 Cactus Avenue
502	Long Beach, CA 90802	Moreno Valley, CA 92555

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

504	<b>CONTRACTOR</b>	<b>COUNTY</b>
505	<b>ASAP Staffing, Inc.</b>	
506	By: <u></u>	By: _____
507		
508	<u>/DIRECTOR</u>	<u>Marion Ashley, Chairman</u>
509	Type or Print Name and Title	Type or Print Name and Title
510		
511		
512	Date: <u>2-21-10</u>	Date: _____
513		

FORM APPROVED COUNTY COUNSEL  
BY:  2/2/10 DATE

SCOPE OF SERVICE  
Radiology Technicians Registry

ASAP Staffing, Inc.

**DESCRIPTION OF SERVICES:**

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

**A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:**

All Technologists must have at a minimum, the following licensure & experience for each classification:

<b>Radiology Technologist:</b>	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Prepares, positions and transfers patients;</li> <li>▪ Provides immobilization devices as required;</li> <li>▪ Selects proper technical factors on an individual patient basis;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards;</li> <li>▪ Assists physicians in administering contrast media; and</li> <li>▪ Assures the technical quality and the proper functioning of the equipment within designated areas.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and</li> <li>▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.</li> </ul>

<b>Computerized Axial Tomography Technologist (CT Technologist):</b>	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Provides diagnostic imaging for patients;</li> <li>▪ Positions and transfers patients;</li> <li>▪ Uses immobilization devices as required;</li> <li>▪ Selects proper technical factors;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and</li> </ul>

SCOPE OF SERVICE  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

	<ul style="list-style-type: none"> <li>Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality;</li> <li>Shall possess a Phlebotomy license; and</li> <li>Shall have current BLS certification provided by the American Heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>Shall have a minimum of two (2) years experience in an acute care facility; and</li> <li>Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.</li> </ul>

<b>Ultrasound Technologist:</b>	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> <li>Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results;</li> <li>Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis;</li> <li>Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and</li> <li>Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>Shall have a valid certificate in the specialty modality;</li> <li>Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and</li> <li>Shall have current BLS certification provided by the American Heart Association.</li> </ul>

**SCOPE OF SERVICE**  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

<p><b>Experience:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and</li> <li>▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512).</li> <li>▪</li> </ul>
<p><b>Nuclear Medicine Technologist:</b></p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p><b>Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>▪ Provide proper comfort &amp; care of patient, including monitoring of IV lines, oxygen, and drains;</li> <li>▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary;</li> <li>▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care;</li> <li>▪ Collect samples for laboratory procedures;</li> <li>▪ Prepare and administer radiopharmaceuticals;</li> <li>▪ Ensure proper performance of imaging systems and other equipment;</li> <li>▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal;</li> <li>▪ Perform data collection, processing and analysis;</li> <li>▪ Perform exams that acquire correct view and high quality; and</li> <li>▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.</li> </ul>
<p><b>Licensure:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California;</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>

**SCOPE OF SERVICE**  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and</li> <li>▪ Shall be familiar with the equipment, StarCam by General Electric.</li> </ul>
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<b>MRI Technologist:</b>	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
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Responsibilities:	<ul style="list-style-type: none"> <li>▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear;</li> <li>▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner;</li> <li>▪ Obtain and use patient history to enhance the examination being performed;</li> <li>▪ Deal effectively and understand the various types of conditions of patients;</li> <li>▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and</li> <li>▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.</li> </ul>
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Licensure:	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
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Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.</li> </ul>
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<b>Angio Technologist:</b>	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.
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SCOPE OF SERVICE  
Radiology Technicians Registry

ASAP Staffing, Inc.

<p>Responsibilities:</p>	<ul style="list-style-type: none"> <li>▪ Deliver prompt, professional services as a surgical scrub technologist;</li> <li>▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam;</li> <li>▪ Provide highly specialized interventional services using aseptic and sterile techniques;</li> <li>▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams;</li> <li>▪ Apply technical and customer service knowledge to maintain quality standards;</li> <li>▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients;</li> <li>▪ Establish effective communication with other departments to help optimize patient care; and</li> <li>▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.</li> </ul>
<p>Licensure:</p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
<p>Experience:</p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.</li> </ul>

**B. CONTRACTOR PERFORMANCE PROVISIONS:**

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

SCOPE OF SERVICE  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

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skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

8. CONTRACTOR technician must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance. All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.



SCOPE OF SERVICE  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

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12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.

13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.

14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.

15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:

a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.

b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.

c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.

16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

**SCOPE OF SERVICE**  
**Radiology Technicians Registry**

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17. If COUNTY has reasonable suspicion to believe a CONTRACTOR's personnel is in violation of being under the influence of alcohol or drugs while on duty or standby or an on-call basis, COUNTY reserves the right to request CONTRACTOR, at their expense, to conduct unannounced drug screening of said personnel.

PAYMENT PROVISION  
Radiology Technicians Registry

**ASAP Staffing, Inc.**

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Radiology Technologist	\$ 45.00	\$ 67.50
Computerized Axial Tomography Technologist (CT Technologist)	\$ 47.00	\$ 72.00
Ultrasound Technologist	\$ 47.00	\$ 72.00
Nuclear Medicine Technologist	\$ 52.00	\$ 78.75
MRI Technologist	\$ 47.00	\$ 72.00
Angio Technologist	\$ 45.00	\$ 67.50

**Holidays:**

To be billed at the overtime hourly rate for the 24 hour period commencing at 7:00 a.m. on: Independence Day, Memorial Day, Christmas Day, Labor Day, Thanksgiving Day, New Years Day; and to be billed at time and one half the hourly rate for the 16 hour period commencing at 3:00 p.m. on New Year's Eve, Christmas Eve.

**Overtime:**

Overtime shall be billed at the overtime rate above for registry staff hours worked over the original assigned shift of eight (8) hours, and shall have prior approval from COUNTY Administrative staff or designee. Any work in excess of twelve hours in one day shall be invoiced at double hourly rate and shall have prior approval from COUNTY Administrative staff or designee.

COUNTY reserves the right to modify the County holiday schedule. If the COUNTY eliminates a County paid holiday, the Contractor will not be entitled to that particular holiday pay.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**ASAP STAFFING, INC.**

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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 **ASAP Staffing, Inc.** ("Contractor") as of the date of  
4 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

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- 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

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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  
**ASAP STAFFING, INC.**

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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  
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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

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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.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
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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.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE 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 Center,  
3 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and  
4 Maxim Healthcare Services, 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 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14        **1.0 HIPAA Business Associate Agreement**

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

21        **2.0 DESCRIPTION OF SERVICES**

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MAXIM HEALTHCARE SERVICES, INC.**

22           CONTRACTOR shall provide all services as outlined and specified in  
23 **Exhibit A, Scope of Services**, consisting of 8 pages.

24           **3.0 HOSPITAL REQUEST FOR SERVICES**

25           3.1 COUNTY shall use its best efforts to request registry staff at  
26 least two (2) hours prior to reporting time.

27           3.2 If registry staff is requested by COUNTY less than one (1) hour  
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start  
29 of the shift, provided the registry staff reports to work within one (1) hour of the start  
30 of the shift.

31           3.3 If registry staff is requested after the start of a shift, CONTRACTOR  
32 will be paid for that registry staff from the time the request was made, provided the  
33 registry staff reports to work within one (1) hour of the time of the request.

34           3.4 Prior to two (2) hours to reporting time, COUNTY may change or  
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It  
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY  
37 changes or cancels such a request.

38           3.5 If COUNTY cancels a request for registry staff less than two (2)  
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,  
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
43 hours of applicable compensation.

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44           3.6    If CONTRACTOR cancels a request by COUNTY for a registry  
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot  
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a  
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of  
48 applicable compensation.

49           3.7    If a change occurs which results in registry staff no longer being  
50 needed by COUNTY after reporting to work, the registry staff will be discharged from  
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
52 minimum of four (4) hours, whichever is greater.

53           3.8    All requests for services or cancellations shall be made by  
54 COUNTY Pharmacy Department Manager or designee

55           **4.0    PERIOD OF PERFORMANCE**

56           This Agreement shall be effective as of the date of final execution and  
57 continue in effect through June 30, 2010, with the option to renew through the  
58 County's annual amendment process for four-(4) additional fiscal years in one-year  
59 increments, unless terminated as specified in Section 7.0 Termination.

60           **5.0    COMPENSATION**

61           The COUNTY shall pay the CONTRACTOR for services performed and  
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.  
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for  
64 each individual classification needed by the user department. If the first  
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

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BETWEEN  
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MAXIM HEALTHCARE SERVICES, INC.**

66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,  
67 with the next lowest cost for the classification needed, and so on until the position is  
68 filled.

69           5.1 Maximum payments by COUNTY to all CONTRACTORS shall  
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)  
71 annually. The COUNTY is not responsible for any fees or costs incurred above or  
72 beyond the contracted amount and shall have no obligation to purchase any  
73 specified amount of services or products. Unless otherwise specifically stated in  
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's  
75 expense related to this Agreement.

76           5.2 No price increases will be permitted during the first year of this  
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
78 to another governmental entity) will automatically be extended to the COUNTY. The  
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
80 any approved price adjustment. After the first year of the award, a minimum of 30-  
81 days advance notice in writing is required to be considered and approved by  
82 COUNTY. No retroactive price adjustments will be considered. Any price increases  
83 must be stated in a written amendment to this Agreement.

84           5.3 Said compensation shall be paid in accordance with an invoice  
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
86 thirty (30) working days of receipt of the invoice. In accordance with California

**PROFESSIONAL SERVICES AGREEMENT  
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87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
88 and late charges.

89           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
91 Avenue, Moreno Valley, CA. 92555.

92           **6.0 ASSURANCES**

93           CONTRACTOR hereby agrees that, where applicable, services  
94 provided hereunder will be performed in harmony with COUNTY policy and  
95 procedure.

96           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
97 with all State and Federal laws and the standards of the Joint Commission.

98           6.2 CONTRACTOR certifies that it is aware of the Occupational  
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
101 and shall comply therewith as to all relative elements under this Agreement.

102           **7.0 TERMINATION**

103           7.1 COUNTY may terminate this Agreement without cause upon 30  
104 days written notice served upon the CONTRACTOR stating the extent and effective  
105 date of termination.

106           7.2 COUNTY may, upon five (5) days written notice, terminate this  
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
108 with the terms of this Agreement or fails to make progress so as to endanger

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MAXIM HEALTHCARE SERVICES, INC.**

109 performance and does not immediately cure such failure. In the event of such  
110 termination, the COUNTY may proceed with the work in any manner deemed proper  
111 by COUNTY.

112           7.3 After receipt of the notice of termination, CONTRACTOR shall:

113 (a) Stop all work under this Agreement on the date specified in the notice of  
114 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
115 COUNTY any materials, reports or other products which, if the Agreement had been  
116 completed or continued, would have been required to be furnished to COUNTY.

117           7.4 After termination, COUNTY shall make payment only for  
118 CONTRACTOR's performance up to the date of termination in accordance with this  
119 Agreement and at the rates set forth in Exhibit A.

120           7.5 CONTRACTOR's rights under this Agreement shall terminate  
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
122 or material breach of this Agreement by CONTRACTOR; or in the event of  
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the  
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
125 further compensation under this Agreement.

126           7.6 The rights and remedies of COUNTY provided in this section  
127 shall not be exclusive and are in addition to any other rights and remedies provided  
128 by law or this Agreement.

129           **8.0 CONFIDENTIALITY**



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MAXIM HEALTHCARE SERVICES, INC.**

130           CONTRACTOR agrees to protect from unauthorized disclosure of  
131 names and other identifying information concerning either persons receiving services  
132 under this Agreement or persons whose names or other identifying information  
133 becomes known to CONTRACTOR as a result of services performed under this  
134 Agreement, except statistical information not identifying any such person.

135           8.1 CONTRACTOR shall not disclose, except as otherwise  
136 specifically permitted by this Agreement or authorized by the client or client's  
137 representative, any such identifying information to anyone other than authorized  
138 COUNTY personnel without prior written authorization from the COUNTY.

139           8.2 For the purpose of this paragraph, "identify" shall include, but not  
140 limited to, name, identifying number, symbol, or other identifying particular assigned  
141 to the individual, such as finger or voiceprint or photograph.

142           **9.0 HOLD HARMLESS/INDEMNIFICATION**

143           CONTRACTOR shall indemnify and hold harmless the County of  
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
146 agents and representatives (individually and collectively hereinafter referred to as  
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
149 arising out of or in any way relating to this Agreement, including but not limited to  
150 property damage, bodily injury, or death or any other element of any kind or nature  
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

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152 subcontractors, agents or representatives Indemnitors from this Agreement.  
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
158 choice and shall have the right to adjust, settle, or compromise any such action or  
159 claim without the prior consent of COUNTY; provided, however, that any such  
160 adjustment, settlement or compromise in no manner whatsoever limits or  
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172           **10.0 INSURANCE**

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173           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
175 maintain or cause to be maintained, at its sole cost and expense, the following  
176 insurance coverage's during the term of this Agreement.

177           10.2 WORKERS' COMPENSATION:

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

185           10.3 Commercial General Liability:

186           Commercial General Liability insurance coverage, including but  
187 not limited to, premises liability, contractual liability, products and completed  
188 operations liability, personal and advertising injury, and cross liability coverage,  
189 covering claims which may arise from or out of CONTRACTOR'S performance of its  
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
191 Districts, Special Districts, and Departments, their respective directors, officers,  
192 Board of Supervisors, employees, elected or appointed officials, agents or  
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than  
196 two (2) times the occurrence limit.

197           10.4 VEHICLE LIABILITY:

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

207           10.5 PROFESSIONAL LIABILITY:

208           CONTRACTOR shall maintain Professional Liability Insurance  
209 providing coverage for the CONTRACTOR's performance of work included within this  
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is  
212 written on a claims made basis rather than an occurrence basis, such insurance shall  
213 continue through the term of this Agreement and CONTRACTOR shall purchase at  
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
219 continue for a period of five (5) years beyond the termination of this Agreement.

220           10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

237           C. CONTRACTOR shall cause CONTRACTOR'S insurance  
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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239 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
240 coverage as required herein, or 2) if requested to do so orally or in writing by the  
241 County Risk Manager, provide original Certified copies of policies including all  
242 Endorsements and all attachments thereto, showing such insurance is in full force  
243 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
244 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
245 to the County of Riverside prior to any material modification, cancellation, expiration  
246 or reduction in coverage of such insurance. In the event of a material modification,  
247 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
248 forthwith, unless the County of Riverside receives, prior to such effective date,  
249 another properly executed original Certificate of Insurance and original copies of  
250 endorsements or certified original policies, including all endorsements and  
251 attachments thereto evidencing coverage's set forth herein and the insurance  
252 required herein is in full force and effect. **CONTRACTOR shall not commence**  
253 **operations until the COUNTY has been furnished original Certificate (s) of**  
254 **Insurance and certified original copies of endorsements or policies of**  
255 **insurance including all endorsements and any and all other attachments as**  
256 **required in this Section. An individual authorized by the insurance carrier to**  
257 **do so on its behalf shall sign the original endorsements for each policy and the**  
258 **Certificate of Insurance.**

259                   D. It is understood and agreed to by the parties hereto that  
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-  
262 insured programs shall not be construed as contributory.

263           E.     If, during the term of this Agreement or any extension  
264 thereof, there is a material change in the scope of services; or, there is a material  
265 change in the equipment to be used in the performance of the scope of work which  
266 will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or,  
267 the term of this Agreement, including any extensions thereof, exceeds five (5) years  
268 the COUNTY reserves the right to adjust the types of insurance required under this  
269 Agreement and the monetary limits of liability for the insurance coverage's currently  
270 required herein, if; in the County Risk Manager's reasonable judgment, the amount or  
271 type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

279           **11.0 AVAILABILITY OF FUNDING**

280           The COUNTY obligation for payment of any contract beyond the current  
281 fiscal year end is contingent upon the availability of funding from which payment can  
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such  
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and  
293 information relative to this Agreement and in accordance with terms set forth herein,  
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all  
303 licenses necessary for the provision of the services hereunder and required by the  
304 laws and regulations of the United States, the State of California, County of



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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
307 inability shall be cause for termination of this Agreement.

308           14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
309 agents, and subcontractors performing services under the terms of this Agreement  
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
313 such license(s). Said inability shall be cause for termination of this Agreement.

314           14.2 COPY REQUIRED. A copy of each such license, permit,  
315 approval, waiver, exemption, registration, accreditation, and certificate shall be  
316 provided to Contracts Administration.

317           14.3 Further, CONTRACTOR hereby agrees to abide by the  
318 standards of medical practice of the profession when performing services hereunder.

319           **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320           The CONTRACTOR shall not discriminate in the provision of services,  
321 allocation of benefits, accommodation in facilities, or employment of personnel, on  
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national  
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or  
324 physical or mental handicap, and shall comply with all other requirements of law  
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all  
327 programs or activities.

328           15.1 For the purpose of this Agreement, distinctions on the grounds of  
329 race, religion, color, sex, national origin, age, or physical or mental handicap include  
330 but at not limited to the following:

331           A. Denying an eligible person or providing to an eligible  
332 person any services or benefit which is different, or is provided in a different manner  
333 or at a different time from that provided to other eligible persons under this  
334 Agreement.

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

337           C. Restricting an eligible person differently in any way in the  
338 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
339 or benefit.

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

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

347           **16.0 CONFLICT OF INTEREST**

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

351           **17.0 ALTERATION**

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

355           17.1 Only the County Board of Supervisors or County Purchasing  
356 Agent may authorize the alteration or revision of this Agreement. The parties  
357 expressly recognize that COUNTY personnel are without authorization to either  
358 change or waive any requirements of this Agreement.

359           **18.0 ASSIGNMENT**

360           CONTRACTOR may not delegate the obligations hereunder, either in  
361 whole or in part, without prior written consent of COUNTY provided, however,  
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall  
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
366 whole or in part, without prior written consent of COUNTY. Any attempted  
367 assignment or delegation in derogation of this paragraph shall be void. A change in  
368 the business structure of CONTRACTOR, including but not limited to, change in the  
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

378 Any waiver by COUNTY of any breach of any one or more of the terms  
379 of this Agreement shall not be construed to be a waiver of any subsequent or other  
380 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
381 to require exact, full and complete compliance with any terms of this Agreement shall  
382 not be construed as in any manner changing the terms hereof or stopping COUNTY  
383 from enforcement hereof.

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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392           **22.0 INDEPENDENT CONTRACTOR**

393           The CONTRACTOR is, for purposes arising out of this contract, an  
394 independent contractor and shall not be deemed an employee of the COUNTY. It is  
395 expressly understood and agreed that the CONTRACTOR shall in no event, as a  
396 result of this contract, be entitled to any benefits to which COUNTY employees are  
397 entitled, including but not limited to overtime, any retirement benefits, worker's  
398 compensation benefits, and injury leave or other leave benefits. CONTRACTOR  
399 hereby holds COUNTY harmless from any and all claims that may be made against  
400 COUNTY based upon any contention by any third party that an employer-employee  
401 relationship exists by reason of this agreement.

402           22.1 It is further understood and agreed by the parties hereto that  
403 CONTRACTOR in the performance of its obligation hereunder is subject to the  
404 control or direction of COUNTY merely as to the result to be accomplished by the  
405 services hereunder agreed to be rendered and performed and not as to the means  
406 and methods for accomplishing the results.

407           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

408           No contract shall be made by the CONTRACTOR with any party for  
409 furnishing any of the work or services herein contained without the prior written  
410 approval of the COUNTY Contract Administrator but this provision shall not require  
411 the approval of contracts of employment between the CONTRACTOR and personnel

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412 assigned for services there under, or for parties named in the proposal and agreed to  
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

415 The CONTRACTOR covenants that it presently has no interest,  
416 including but not limited to, other projects or independent contracts, and shall not  
417 acquire any such interest, direct or indirect, which would conflict in any manner or  
418 degree with the performance of services required to be performed under this  
419 contract. The CONTRACTOR further covenants that in the performance of this  
420 contract, no person having any such interest shall be employed or retained by it  
421 under this contract.

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might  
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of  
428 his duties, accept any gratuity or special favor from individuals or organizations with  
429 whom the CONTRACTOR is doing business or proposing to do business, in  
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make  
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not  
434 limited to, unpublished information relating to technological and scientific  
435 development; medical, personnel, or security records of the individuals; anticipated  
436 materials requirements or pricing actions; and knowledge of selection of  
437 CONTRACTOR or subcontractors in advance of official announcement.

438           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440           **26.0 DISALLOWANCE**

441           In the event the CONTRACTOR receives payment for services under  
442 this contract which is later disallowed for nonconformance with the terms and  
443 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
444 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
445 offset the amount disallowed from any payment due to the CONTRACTOR under any  
446 contract with the COUNTY.

447           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451           **28.0 FORCE MAJEURE**

452           28.1 In the event CONTRACTOR is unable to comply with any  
453 provision of this agreement due to causes beyond their control such as acts of God,

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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
455 liable to COUNTY for such failure to comply.

456           28.2 In the event COUNTY is unable to comply with any provision of  
457 this agreement due to causes beyond its control relating to acts of God, acts of war,  
458 civil disorders, or other similar acts, COUNTY shall not be held liable to  
459 CONTRACTOR for such failure to comply.

460           **29.0 EDD REPORTING REQUIREMENTS**

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

467           It is expressly understood that this data will be transmitted to  
468 governmental agencies charged with the establishment and enforcement of child  
469 support orders and for no other purposes and will be held confidential by those  
470 agencies. Failure of the contractor to timely submit the data and/or certificates  
471 required may result in contract being awarded to another Contractor. In the event a  
472 contract has been issued, failure of the Contractor to comply with all federal and state  
473 reporting requirements for child support enforcement or to comply with all lawfully  
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall



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475 constitute a material breach of contract. Failure to cure such breach within 60  
476 calendar days of notice from the County shall constitute grounds for termination of  
477 the contract.

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

483           **30.0 ENTIRE AGREEMENT**

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

490           **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491           Captions and paragraph headings used in this Agreement are for  
492 convenience only and are not a part of this Agreement and shall not be used in  
493 construing this Agreement.

494           **32.0 NOTICES**

**PROFESSIONAL SERVICES AGREEMENT  
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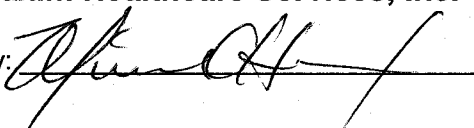
495 All correspondence and notices required or contemplated by this  
496 Agreement shall be delivered to the respective parties at the addresses set forth  
497 below and are deemed submitted one day after their deposit in the United States  
498 mail, postage prepaid.

499	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
500	Maxim Healthcare Services, Inc.	Riverside County Regional Medical Center
501	17291 Irvine Blvd., Ste 403	26520 Cactus Avenue
502	Tustin, CA 92780	Moreno Valley, CA 92555

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

504 **CONTRACTOR**

505 **Maxim Healthcare Services, Inc.**

506 By: 

507

508 Michael Hewitt, Regional Controller

509 Type or Print Name and Title

**COUNTY**

By: \_\_\_\_\_

Marion Ashley, Chairman

Type or Print Name and Title

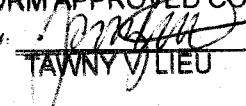
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512 Date: 1/26/10

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

FORM APPROVED COUNTY COUNSEL

BY:  2/8/10 DATE

TAWNY V. LIEU

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

**DESCRIPTION OF SERVICES:**

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

**A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:**

All Technologists must have at a minimum, the following licensure & experience for each classification:

<b>Radiology Technologist:</b>	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Prepares, positions and transfers patients;</li> <li>▪ Provides immobilization devices as required;</li> <li>▪ Selects proper technical factors on an individual patient basis;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards;</li> <li>▪ Assists physicians in administering contrast media; and</li> <li>▪ Assures the technical quality and the proper functioning of the equipment within designated areas.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and</li> <li>▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.</li> </ul>

<b>Computerized Axial Tomography Technologist (CT Technologist):</b>	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Provides diagnostic imaging for patients;</li> <li>▪ Positions and transfers patients;</li> <li>▪ Uses immobilization devices as required;</li> <li>▪ Selects proper technical factors;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and</li> </ul>

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

	<ul style="list-style-type: none"> <li>▪ Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality;</li> <li>▪ Shall possess a Phlebotomy license; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years experience in an acute care facility; and</li> <li>▪ Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.</li> </ul>

<b>Ultrasound Technologist:</b>	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results;</li> <li>▪ Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis;</li> <li>▪ Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and</li> <li>▪ Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Shall have a valid certificate in the specialty modality;</li> <li>▪ Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>

SCOPE OF SERVICE  
Radiology Technicians Registry

**Maxim Healthcare Services, Inc.**

<p>Experience:</p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and</li> <li>▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512).</li> <li>▪</li> </ul>
<p><b>Nuclear Medicine Technologist:</b></p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p>Responsibilities:</p>	<ul style="list-style-type: none"> <li>▪ Provide proper comfort &amp; care of patient, including monitoring of IV lines, oxygen, and drains;</li> <li>▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary;</li> <li>▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care;</li> <li>▪ Collect samples for laboratory procedures;</li> <li>▪ Prepare and administer radiopharmaceuticals;</li> <li>▪ Ensure proper performance of imaging systems and other equipment;</li> <li>▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal;</li> <li>▪ Perform data collection, processing and analysis;</li> <li>▪ Perform exams that acquire correct view and high quality; and</li> <li>▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.</li> </ul>
<p>Licensure:</p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California;</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and</li> <li>▪ Shall be familiar with the equipment, StarCam by General Electric.</li> </ul>
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<b>MRI Technologist:</b>	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
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Responsibilities:	<ul style="list-style-type: none"> <li>▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear;</li> <li>▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner;</li> <li>▪ Obtain and use patient history to enhance the examination being performed;</li> <li>▪ Deal effectively and understand the various types of conditions of patients;</li> <li>▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and</li> <li>▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.</li> </ul>
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Licensure:	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
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Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.</li> </ul>
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<b>Angio Technologist:</b>	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.
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**SCOPE OF SERVICE**  
**Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

<p><b>Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>▪ Deliver prompt, professional services as a surgical scrub technologist;</li> <li>▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam;</li> <li>▪ Provide highly specialized interventional services using aseptic and sterile techniques;</li> <li>▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams;</li> <li>▪ Apply technical and customer service knowledge to maintain quality standards;</li> <li>▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients;</li> <li>▪ Establish effective communication with other departments to help optimize patient care; and</li> <li>▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.</li> </ul>
<p><b>Licensure:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
<p><b>Experience:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.</li> </ul>

**B. CONTRACTOR PERFORMANCE PROVISIONS:**

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

SCOPE OF SERVICE  
Radiology Technicians Registry

**Maxim Healthcare Services, Inc.**

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skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

8. CONTRACTOR technician must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance. All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.



**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

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12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.

13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.

14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.

15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:

a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.

b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.

c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.

16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Maxim Healthcare Services, Inc.**

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17. If COUNTY has reasonable suspicion to believe a CONTRACTOR's personnel is in violation of being under the influence of alcohol or drugs while on duty or standby or an on-call basis, COUNTY reserves the right to request CONTRACTOR, at their expense, to conduct unannounced drug screening of said personnel.

**PAYMENT PROVISION**  
Radiology Technicians Registry

**Maxim Healthcare Services, Inc.**

All rates shall be for all shifts worked.

<b>CLASSIFICATION</b>	<b>PER HOUR RATE</b>	<b>OVERTIME RATE</b>
Radiology Technologist	\$ 47.00	\$ 70.50
Computerized Axial Tomography Technologist (CT Technologist)	\$ 62.00	\$ 93.00
Ultrasound Technologist	\$ 65.00	\$ 97.50
Nuclear Medicine Technologist	\$ 65.00	\$ 97.50
MRI Technologist	\$ 62.00	\$ 93.00
Angio Technologist	\$ 64.00	\$ 96.00

**Holidays:**

To be billed at the overtime hourly rate for the 24 hour period commencing at 7:00 a.m. on: Independence Day, Memorial Day, Christmas Day, Labor Day, Thanksgiving Day, New Years Day; and to be billed at time and one half the hourly rate for the 16 hour period commencing at 3:00 p.m. on New Year's Eve, Christmas Eve.

**Overtime:**

Overtime shall be billed at the overtime rate above for registry staff hours worked over the original assigned shift of eight (8) hours, and shall have prior approval from COUNTY Administrative staff or designee. Any work in excess of twelve hours in one day shall be invoiced at double hourly rate and shall have prior approval from COUNTY Administrative staff or designee.

COUNTY reserves the right to modify the County holiday schedule. If the COUNTY eliminates a County paid holiday, the Contractor will not be entitled to that particular holiday pay.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC.**

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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 **Maxim Healthcare 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  
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- 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  
**MAXIM HEALTHCARE SERVICES, INC.**

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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  
**MAXIM HEALTHCARE SERVICES, INC.**

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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  
**MAXIM HEALTHCARE SERVICES, INC.**

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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

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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.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC.**

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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.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREMIER HEALTHCARE SERVICES, LLC**

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 Premier Healthcare Services, LLC, 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 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14 **1.0 HIPAA Business Associate Agreement**

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

21 **2.0 DESCRIPTION OF SERVICES**

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22           CONTRACTOR shall provide all services as outlined and specified in  
23 **Exhibit A**, Scope of Services, consisting of 8 pages.

24           **3.0   HOSPITAL REQUEST FOR SERVICES**

25           3.1   COUNTY shall use its best efforts to request registry staff at  
26 least two (2) hours prior to reporting time.

27           3.2   If registry staff is requested by COUNTY less than one (1) hour  
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start  
29 of the shift, provided the registry staff reports to work within one (1) hour of the start  
30 of the shift.

31           3.3   If registry staff is requested after the start of a shift, CONTRACTOR  
32 will be paid for that registry staff from the time the request was made, provided the  
33 registry staff reports to work within one (1) hour of the time of the request.

34           3.4   Prior to two (2) hours to reporting time, COUNTY may change or  
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It  
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY  
37 changes or cancels such a request.

38           3.5   If COUNTY cancels a request for registry staff less than two (2)  
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,  
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
43 hours of applicable compensation.

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44           3.6    If CONTRACTOR cancels a request by COUNTY for a registry  
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot  
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a  
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of  
48 applicable compensation.

49           3.7    If a change occurs which results in registry staff no longer being  
50 needed by COUNTY after reporting to work, the registry staff will be discharged from  
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
52 minimum of four (4) hours, whichever is greater.

53           3.8    All requests for services or cancellations shall be made by  
54 COUNTY Pharmacy Department Manager or designee

55           **4.0    PERIOD OF PERFORMANCE**

56           This Agreement shall be effective as of the date of final execution and  
57 continue in effect through June 30, 2010, with the option to renew through the  
58 County's annual amendment process for four-(4) additional fiscal years in one-year  
59 increments, unless terminated as specified in Section 7.0 Termination.

60           **5.0    COMPENSATION**

61           The COUNTY shall pay the CONTRACTOR for services performed and  
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.  
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for  
64 each individual classification needed by the user department. If the first  
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

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66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,  
67 with the next lowest cost for the classification needed, and so on until the position is  
68 filled.

69           5.1 Maximum payments by COUNTY to all CONTRACTORS shall  
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)  
71 annually. The COUNTY is not responsible for any fees or costs incurred above or  
72 beyond the contracted amount and shall have no obligation to purchase any  
73 specified amount of services or products. Unless otherwise specifically stated in  
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's  
75 expense related to this Agreement.

76           5.2 No price increases will be permitted during the first year of this  
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
78 to another governmental entity) will automatically be extended to the COUNTY. The  
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
80 any approved price adjustment. After the first year of the award, a minimum of 30-  
81 days advance notice in writing is required to be considered and approved by  
82 COUNTY. No retroactive price adjustments will be considered. Any price increases  
83 must be stated in a written amendment to this Agreement.

84           5.3 Said compensation shall be paid in accordance with an invoice  
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
86 thirty (30) working days of receipt of the invoice. In accordance with California

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87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
88 and late charges.

89           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
91 Avenue, Moreno Valley, CA. 92555.

92           **6.0 ASSURANCES**

93           CONTRACTOR hereby agrees that, where applicable, services  
94 provided hereunder will be performed in harmony with COUNTY policy and  
95 procedure.

96           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
97 with all State and Federal laws and the standards of the Joint Commission.

98           6.2 CONTRACTOR certifies that it is aware of the Occupational  
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
101 and shall comply therewith as to all relative elements under this Agreement.

102           **7.0 TERMINATION**

103           7.1 COUNTY may terminate this Agreement without cause upon 30  
104 days written notice served upon the CONTRACTOR stating the extent and effective  
105 date of termination.

106           7.2 COUNTY may, upon five (5) days written notice, terminate this  
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
108 with the terms of this Agreement or fails to make progress so as to endanger

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109 performance and does not immediately cure such failure. In the event of such  
110 termination, the COUNTY may proceed with the work in any manner deemed proper  
111 by COUNTY.

112           7.3 After receipt of the notice of termination, CONTRACTOR shall:

113 (a) Stop all work under this Agreement on the date specified in the notice of  
114 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
115 COUNTY any materials, reports or other products which, if the Agreement had been  
116 completed or continued, would have been required to be furnished to COUNTY.

117           7.4 After termination, COUNTY shall make payment only for  
118 CONTRACTOR's performance up to the date of termination in accordance with this  
119 Agreement and at the rates set forth in Exhibit A.

120           7.5 CONTRACTOR's rights under this Agreement shall terminate  
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
122 or material breach of this Agreement by CONTRACTOR; or in the event of  
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the  
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
125 further compensation under this Agreement.

126           7.6 The rights and remedies of COUNTY provided in this section  
127 shall not be exclusive and are in addition to any other rights and remedies provided  
128 by law or this Agreement.

129           **8.0 CONFIDENTIALITY**



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130           CONTRACTOR agrees to protect from unauthorized disclosure of  
131 names and other identifying information concerning either persons receiving services  
132 under this Agreement or persons whose names or other identifying information  
133 becomes known to CONTRACTOR as a result of services performed under this  
134 Agreement, except statistical information not identifying any such person.

135           8.1 CONTRACTOR shall not disclose, except as otherwise  
136 specifically permitted by this Agreement or authorized by the client or client's  
137 representative, any such identifying information to anyone other than authorized  
138 COUNTY personnel without prior written authorization from the COUNTY.

139           8.2 For the purpose of this paragraph, "identify" shall include, but not  
140 limited to, name, identifying number, symbol, or other identifying particular assigned  
141 to the individual, such as finger or voiceprint or photograph.

142           **9.0 HOLD HARMLESS/INDEMNIFICATION**

143           CONTRACTOR shall indemnify and hold harmless the County of  
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
146 agents and representatives (individually and collectively hereinafter referred to as  
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
149 arising out of or in any way relating to this Agreement, including but not limited to  
150 property damage, bodily injury, or death or any other element of any kind or nature  
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

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152 subcontractors, agents or representatives Indemnitors from this Agreement.  
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
158 choice and shall have the right to adjust, settle, or compromise any such action or  
159 claim without the prior consent of COUNTY; provided, however, that any such  
160 adjustment, settlement or compromise in no manner whatsoever limits or  
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172           **10.0 INSURANCE**

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173           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
175 maintain or cause to be maintained, at its sole cost and expense, the following  
176 insurance coverage's during the term of this Agreement.

177           10.2 WORKERS' COMPENSATION:

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

185           10.3 Commercial General Liability:

186           Commercial General Liability insurance coverage, including but  
187 not limited to, premises liability, contractual liability, products and completed  
188 operations liability, personal and advertising injury, and cross liability coverage,  
189 covering claims which may arise from or out of CONTRACTOR'S performance of its  
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
191 Districts, Special Districts, and Departments, their respective directors, officers,  
192 Board of Supervisors, employees, elected or appointed officials, agents or  
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than  
196 two (2) times the occurrence limit.

197           10.4 VEHICLE LIABILITY:

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

207           10.5 PROFESSIONAL LIABILITY:

208           CONTRACTOR shall maintain Professional Liability Insurance  
209 providing coverage for the CONTRACTOR's performance of work included within this  
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is  
212 written on a claims made basis rather than an occurrence basis, such insurance shall  
213 continue through the term of this Agreement and CONTRACTOR shall purchase at  
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
219 continue for a period of five (5) years beyond the termination of this Agreement.

220           10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

237           C. CONTRACTOR shall cause CONTRACTOR'S insurance  
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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239 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
240 coverage as required herein, or 2) if requested to do so orally or in writing by the  
241 County Risk Manager, provide original Certified copies of policies including all  
242 Endorsements and all attachments thereto, showing such insurance is in full force  
243 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
244 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
245 to the County of Riverside prior to any material modification, cancellation, expiration  
246 or reduction in coverage of such insurance. In the event of a material modification,  
247 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
248 forthwith, unless the County of Riverside receives, prior to such effective date,  
249 another properly executed original Certificate of Insurance and original copies of  
250 endorsements or certified original policies, including all endorsements and  
251 attachments thereto evidencing coverage's set forth herein and the insurance  
252 required herein is in full force and effect. **CONTRACTOR shall not commence**  
253 **operations until the COUNTY has been furnished original Certificate (s) of**  
254 **Insurance and certified original copies of endorsements or policies of**  
255 **insurance including all endorsements and any and all other attachments as**  
256 **required in this Section. An individual authorized by the insurance carrier to**  
257 **do so on its behalf shall sign the original endorsements for each policy and the**  
258 **Certificate of Insurance.**

259 D. It is understood and agreed to by the parties hereto that  
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-  
262 insured programs shall not be construed as contributory.

263           E.     If, during the term of this Agreement or any extension  
264 thereof, there is a material change in the scope of services; or, there is a material  
265 change in the equipment to be used in the performance of the scope of work which  
266 will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or,  
267 the term of this Agreement, including any extensions thereof, exceeds five (5) years  
268 the COUNTY reserves the right to adjust the types of insurance required under this  
269 Agreement and the monetary limits of liability for the insurance coverage's currently  
270 required herein, if; in the County Risk Manager's reasonable judgment, the amount or  
271 type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

279           **11.0 AVAILABILITY OF FUNDING**

280           The COUNTY obligation for payment of any contract beyond the current  
281 fiscal year end is contingent upon the availability of funding from which payment can  
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such  
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and  
293 information relative to this Agreement and in accordance with terms set forth herein,  
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all  
303 licenses necessary for the provision of the services hereunder and required by the  
304 laws and regulations of the United States, the State of California, County of



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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
307 inability shall be cause for termination of this Agreement.

308 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
309 agents, and subcontractors performing services under the terms of this Agreement  
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
313 such license(s). Said inability shall be cause for termination of this Agreement.

314 14.2 COPY REQUIRED. A copy of each such license, permit,  
315 approval, waiver, exemption, registration, accreditation, and certificate shall be  
316 provided to Contracts Administration.

317 14.3 Further, CONTRACTOR hereby agrees to abide by the  
318 standards of medical practice of the profession when performing services hereunder.

319 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320 The CONTRACTOR shall not discriminate in the provision of services,  
321 allocation of benefits, accommodation in facilities, or employment of personnel, on  
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national  
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or  
324 physical or mental handicap, and shall comply with all other requirements of law  
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all  
327 programs or activities.

328           15.1 For the purpose of this Agreement, distinctions on the grounds of  
329 race, religion, color, sex, national origin, age, or physical or mental handicap include  
330 but are not limited to the following:

331           A. Denying an eligible person or providing to an eligible  
332 person any services or benefit which is different, or is provided in a different manner  
333 or at a different time from that provided to other eligible persons under this  
334 Agreement.

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

337           C. Restricting an eligible person differently in any way in the  
338 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
339 or benefit.

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

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

347           **16.0 CONFLICT OF INTEREST**

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

351           **17.0 ALTERATION**

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

355           17.1 Only the County Board of Supervisors or County Purchasing  
356 Agent may authorize the alteration or revision of this Agreement. The parties  
357 expressly recognize that COUNTY personnel are without authorization to either  
358 change or waive any requirements of this Agreement.

359           **18.0 ASSIGNMENT**

360           CONTRACTOR may not delegate the obligations hereunder, either in  
361 whole or in part, without prior written consent of COUNTY provided, however,  
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall  
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
366 whole or in part, without prior written consent of COUNTY. Any attempted  
367 assignment or delegation in derogation of this paragraph shall be void. A change in  
368 the business structure of CONTRACTOR, including but not limited to, change in the  
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

378 Any waiver by COUNTY of any breach of any one or more of the terms  
379 of this Agreement shall not be construed to be a waiver of any subsequent or other  
380 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
381 to require exact, full and complete compliance with any terms of this Agreement shall  
382 not be construed as in any manner changing the terms hereof or stopping COUNTY  
383 from enforcement hereof.

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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392           **22.0 INDEPENDENT CONTRACTOR**

393           The CONTRACTOR is, for purposes arising out of this contract, an  
394 independent contractor and shall not be deemed an employee of the COUNTY. It is  
395 expressly understood and agreed that the CONTRACTOR shall in no event, as a  
396 result of this contract, be entitled to any benefits to which COUNTY employees are  
397 entitled, including but not limited to overtime, any retirement benefits, worker's  
398 compensation benefits, and injury leave or other leave benefits. CONTRACTOR  
399 hereby holds COUNTY harmless from any and all claims that may be made against  
400 COUNTY based upon any contention by any third party that an employer-employee  
401 relationship exists by reason of this agreement.

402           22.1 It is further understood and agreed by the parties hereto that  
403 CONTRACTOR in the performance of its obligation hereunder is subject to the  
404 control or direction of COUNTY merely as to the result to be accomplished by the  
405 services hereunder agreed to be rendered and performed and not as to the means  
406 and methods for accomplishing the results.

407           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

408           No contract shall be made by the CONTRACTOR with any party for  
409 furnishing any of the work or services herein contained without the prior written  
410 approval of the COUNTY Contract Administrator but this provision shall not require  
411 the approval of contracts of employment between the CONTRACTOR and personnel

**PROFESSIONAL SERVICES AGREEMENT  
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412 assigned for services there under, or for parties named in the proposal and agreed to  
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

415 The CONTRACTOR covenants that it presently has no interest,  
416 including but not limited to, other projects or independent contracts, and shall not  
417 acquire any such interest, direct or indirect, which would conflict in any manner or  
418 degree with the performance of services required to be performed under this  
419 contract. The CONTRACTOR further covenants that in the performance of this  
420 contract, no person having any such interest shall be employed or retained by it  
421 under this contract.

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might  
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of  
428 his duties, accept any gratuity or special favor from individuals or organizations with  
429 whom the CONTRACTOR is doing business or proposing to do business, in  
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make  
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not  
434 limited to, unpublished information relating to technological and scientific  
435 development; medical, personnel, or security records of the individuals; anticipated  
436 materials requirements or pricing actions; and knowledge of selection of  
437 CONTRACTOR or subcontractors in advance of official announcement.

438           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440           **26.0 DISALLOWANCE**

441           In the event the CONTRACTOR receives payment for services under  
442 this contract which is later disallowed for nonconformance with the terms and  
443 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
444 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
445 offset the amount disallowed from any payment due to the CONTRACTOR under any  
446 contract with the COUNTY.

447           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451           **28.0 FORCE MAJEURE**

452           28.1 In the event CONTRACTOR is unable to comply with any  
453 provision of this agreement due to causes beyond their control such as acts of God,

**PROFESSIONAL SERVICES AGREEMENT  
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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
455 liable to COUNTY for such failure to comply.

456           28.2 In the event COUNTY is unable to comply with any provision of  
457 this agreement due to causes beyond its control relating to acts of God, acts of war,  
458 civil disorders, or other similar acts, COUNTY shall not be held liable to  
459 CONTRACTOR for such failure to comply.

460           **29.0 EDD REPORTING REQUIREMENTS**

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

467           It is expressly understood that this data will be transmitted to  
468 governmental agencies charged with the establishment and enforcement of child  
469 support orders and for no other purposes and will be held confidential by those  
470 agencies. Failure of the contractor to timely submit the data and/or certificates  
471 required may result in contract being awarded to another Contractor. In the event a  
472 contract has been issued, failure of the Contractor to comply with all federal and state  
473 reporting requirements for child support enforcement or to comply with all lawfully  
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall



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475 constitute a material breach of contract. Failure to cure such breach within 60  
476 calendar days of notice from the County shall constitute grounds for termination of  
477 the contract.

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

483           **30.0 ENTIRE AGREEMENT**

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

490           **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491           Captions and paragraph headings used in this Agreement are for  
492 convenience only and are not a part of this Agreement and shall not be used in  
493 construing this Agreement.

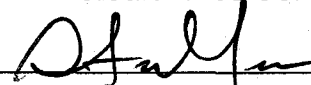
494           **32.0 NOTICES**

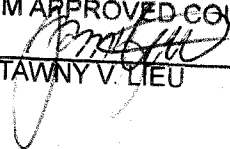
**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREMIER HEALTHCARE SERVICES, LLC**

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

499	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
500	Premier Healthcare Services, LLC	Riverside County Regional Medical Center
501	707 Wilshire Blvd., Ste 4350	26520 Cactus Avenue
502	Los Angeles, CA 90017	Moreno Valley, CA 92555

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

504	<b>CONTRACTOR</b>	<b>COUNTY</b>
505	<b>Premier Healthcare Services, LLC</b>	
506	By: <u></u>	By: _____
507		
508	<u>STEVE MENA VP OF OPERATIONS</u>	<u>Marion Ashley, Chairman</u>
509	Type or Print Name and Title	Type or Print Name and Title
510		
511		
512	Date: <u>JANUARY 21, 2010</u>	Date: _____
513		

FORM APPROVED COUNTY COUNSEL  
BY:  2/8/10  
TAWNY V. LIEU / DATE

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

**DESCRIPTION OF SERVICES:**

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

**A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:**

All Technologists must have at a minimum, the following licensure & experience for each classification:

<b>Radiology Technologist:</b>	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Prepares, positions and transfers patients;</li> <li>▪ Provides immobilization devices as required;</li> <li>▪ Selects proper technical factors on an individual patient basis;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards;</li> <li>▪ Assists physicians in administering contrast media; and</li> <li>▪ Assures the technical quality and the proper functioning of the equipment within designated areas.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and</li> <li>▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.</li> </ul>

<b>Computerized Axial Tomography Technologist (CT Technologist):</b>	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Provides diagnostic imaging for patients;</li> <li>▪ Positions and transfers patients;</li> <li>▪ Uses immobilization devices as required;</li> <li>▪ Selects proper technical factors;</li> <li>▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and</li> </ul>

**SCOPE OF SERVICE**  
Radiology Technicians Registry

**Premier Healthcare Services, LLC**

	<ul style="list-style-type: none"> <li>▪ Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality;</li> <li>▪ Shall possess a Phlebotomy license; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years experience in an acute care facility; and</li> <li>▪ Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.</li> </ul>

<b>Ultrasound Technologist:</b>	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> <li>▪ Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results;</li> <li>▪ Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis;</li> <li>▪ Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and</li> <li>▪ Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.</li> </ul>
Licensure:	<ul style="list-style-type: none"> <li>▪ Shall have a valid certificate in the specialty modality;</li> <li>▪ Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

<p><b>Experience:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and</li> <li>▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512).</li> <li>▪</li> </ul>
<p><b>Nuclear Medicine Technologist:</b></p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p><b>Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>▪ Provide proper comfort &amp; care of patient, including monitoring of IV lines, oxygen, and drains;</li> <li>▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary;</li> <li>▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care;</li> <li>▪ Collect samples for laboratory procedures;</li> <li>▪ Prepare and administer radiopharmaceuticals;</li> <li>▪ Ensure proper performance of imaging systems and other equipment;</li> <li>▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal;</li> <li>▪ Perform data collection, processing and analysis;</li> <li>▪ Perform exams that acquire correct view and high quality; and</li> <li>▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.</li> </ul>
<p><b>Licensure:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California;</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and</li> <li>▪ Shall be familiar with the equipment, StarCam by General Electric.</li> </ul>
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<b>MRI Technologist:</b>	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
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Responsibilities:	<ul style="list-style-type: none"> <li>▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear;</li> <li>▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner;</li> <li>▪ Obtain and use patient history to enhance the examination being performed;</li> <li>▪ Deal effectively and understand the various types of conditions of patients;</li> <li>▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and</li> <li>▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.</li> </ul>
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Licensure:	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
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Experience:	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.</li> </ul>
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<b>Angio Technologist:</b>	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.
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**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

<p><b>Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>▪ Deliver prompt, professional services as a surgical scrub technologist;</li> <li>▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam;</li> <li>▪ Provide highly specialized interventional services using aseptic and sterile techniques;</li> <li>▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams;</li> <li>▪ Apply technical and customer service knowledge to maintain quality standards;</li> <li>▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients;</li> <li>▪ Establish effective communication with other departments to help optimize patient care; and</li> <li>▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.</li> </ul>
<p><b>Licensure:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California;</li> <li>▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and</li> <li>▪ Shall have current BLS certification provided by the American Heart Association.</li> </ul>
<p><b>Experience:</b></p>	<ul style="list-style-type: none"> <li>▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.</li> </ul>

**B. CONTRACTOR PERFORMANCE PROVISIONS:**

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

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skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

8. CONTRACTOR technician must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance. All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.



SCOPE OF SERVICE  
Radiology Technicians Registry

**Premier Healthcare Services, LLC**

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12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.

13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.

14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.

15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:

a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.

b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.

c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.

16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

**SCOPE OF SERVICE  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

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17. If COUNTY has reasonable suspicion to believe a CONTRACTOR's personnel is in violation of being under the influence of alcohol or drugs while on duty or standby or an on-call basis, COUNTY reserves the right to request CONTRACTOR, at their expense, to conduct unannounced drug screening of said personnel.

**PAYMENT PROVISION  
Radiology Technicians Registry**

**Premier Healthcare Services, LLC**

All rates shall be for all shifts worked.

<b>CLASSIFICATION</b>	<b>PER HOUR RATE</b>	<b>OVERTIME RATE</b>
Radiology Technologist	\$ 46.95	\$ 70.42
Computerized Axial Tomography Technologist (CT Technologist)	\$ 67.15	\$ 100.72
Ultrasound Technologist	\$ 69.95	\$ 104.92
Nuclear Medicine Technologist	\$ 74.25	\$ 111.37
MRI Technologist	\$ 74.85	\$ 112.27
Angio Technologist	\$ 67.15	\$ 100.72

**Holidays:**

To be billed at the overtime hourly rate for the 24 hour period commencing at 7:00 a.m. on: Independence Day, Memorial Day, Christmas Day, Labor Day, Thanksgiving Day, New Years Day; and to be billed at time and one half the hourly rate for the 16 hour period commencing at 3:00 p.m. on New Year's Eve, Christmas Eve.

**Overtime:**

Overtime shall be billed at the overtime rate above for registry staff hours worked over the original assigned shift of eight (8) hours, and shall have prior approval from COUNTY Administrative staff or designee. Any work in excess of twelve hours in one day shall be invoiced at double hourly rate and shall have prior approval from COUNTY Administrative staff or designee.

COUNTY reserves the right to modify the County holiday schedule. If the COUNTY eliminates a County paid holiday, the Contractor will not be entitled to that particular holiday pay.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREMIER HEALTHCARE SERVICES, LLC**

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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 **Premier Healthcare Services, LLC** ("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  
**PREMIER HEALTHCARE SERVICES, LLC**

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- 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  
**PREMIER HEALTHCARE SERVICES, LLC**

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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.

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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.

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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.