

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

102



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
February 23, 2010

**SUBJECT:** Professional Services Agreement for General Security Services, Inc.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the professional services agreement with General Security Services, Inc. for an aggregate amount of \$443,000 annually which contains an option to renew the agreement for four additional one-year periods; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

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

(continued – 2 pages in total)

*Douglas D. Bagley*

Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$185,000.	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	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Dep't Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:**

**District:**

**Agenda Number:**

**3.18**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: BEAU FORD MILLER, JR.  
DATE: 2/23/10

Purchasing: *Billy Cornett*  
Billy Cornett, Purchasing Manager

**SUBJECT:** Professional Services Agreement for General Security Services, Inc.

**BACKGROUND (Continued):**

On behalf of RCRMC, County Purchasing released a Request for Proposal (RFP #MCARC125), to secure unarmed security guard services for the hospital. Solicitations were sent to over 120 prospective vendors and advertised on the County's Internet/Website. Twenty-eight (28) responsive proposals were received and evaluated by RCRMC staff.

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

**PRICE REASONABLENESS:**

As a result of RFP MCARC125, the County received 28 proposed rates ranging from \$12.81 per hour to \$18.48 per hour. General Security submitted a cost rate of \$13.97 per hour. Although the overall cost to the County is important, the RFP specifically required all bidders to demonstrate their ability, experience and overall responsiveness to the RFP. The evaluation team reviewed and scored each proposal and the overall scores ranged from 34.93 to 87.33. Although General Security Services, Inc. was not the lowest bid; General Security submitted the most responsive/responsible proposal and received the highest score of 87.33.

Currently, General Security is the incumbent vendor providing unarmed guard services for the hospital. Their proposed hourly rate of \$13.97 as a result of this RFP is \$.90 lower than what they currently charge.

**FINANCIAL IMPACT:**

The current fiscal year total cost is based on five-(5) months of service in the amount of \$185,000.00. Funding for this service is 100% Hospital Enterprise funded and does not require additional County funds.

**REVIEW/APPROVAL:**

County Counsel  
County Purchasing

DB:ns

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

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

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

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

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

15           **1.0 HIPAA Business Associate Agreement**

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

22           **2.0 DESCRIPTION OF SERVICES**

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

26           **3.0 PERIOD OF PERFORMANCE**

27           This Agreement shall be effective as of the date of final execution  
28 and continue in effect through June 30, 2010, with the option to renew through  
29 the County's annual amendment process for four-(4) additional fiscal years in  
30 one year increments, unless terminated as specified in Section 6.0 Termination.

31           **4.0 COMPENSATION**

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

35           4.1 Maximum payments by COUNTY to CONTRACTOR shall  
36 not exceed four hundred forty-three thousand (\$443,000) dollars annually  
37 including all expenses. The COUNTY is not responsible for any fees or costs  
38 incurred above or beyond the contracted amount and shall have no obligation to  
39 purchase any specified amount of services or products. Unless otherwise  
40 specifically stated in Exhibit B, COUNTY shall not be responsible for payment of  
41 any of CONTRACTOR's expense related to this Agreement.

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

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

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

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

64           **5.0 ASSURANCES**

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

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

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

76           **6.0    TERMINATION**

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

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

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

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

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

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

105           **7.0    CONFIDENTIALITY**

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

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

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

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

119           **8.0 HOLD HARMLESS/INDEMNIFICATION**

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



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

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

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

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

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

151 **9.0 INSURANCE**

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

156           9.2 WORKERS' COMPENSATION:

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

165           9.3 Commercial General Liability:

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

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

177           9.4    VEHICLE LIABILITY:

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

188           9.5    GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

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

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

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

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

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

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

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

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

252                   **10.0 AVAILABILITY OF FUNDING**

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

258                   **11.0 RECORDS AND DOCUMENTS**

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

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

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

268           **12.0 MONITORING**

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

274           **13.0 LICENSE**

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

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

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

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

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

294           **14.0 NONDISCRIMINATION AND ELIGIBILITY**

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



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

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

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

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

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

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

322           **15.0 CONFLICT OF INTEREST**

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

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

327 **16.0 ALTERATION**

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

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

336 **17.0 ASSIGNMENT**

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

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

351 **18.0 ADMINISTRATION**

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

356 **19.0 WAIVER**

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

363 **20.0 JURISDICTION, VENUE, SEVERABILITY**

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

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

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

372 **21.0 INDEPENDENT CONTRACTOR**

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

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

388 **22.0 SUBCONTRACT FOR WORK OR SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
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GENERAL SECURITY SERVICES, INC.**

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

395           **23.0 INTEREST OF CONTRACTOR**

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

403           **24.0 CONDUCT OF CONTRACTOR**

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

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

**PROFESSIONAL SERVICES AGREEMENT  
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GENERAL SECURITY SERVICES, INC.**

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

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

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

422           **25.0 DISALLOWANCE**

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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GENERAL SECURITY SERVICES, INC.**

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

433            **27.0 FORCE MAJEURE**

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

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

442            **28.0 EDD REPORTING REQUIREMENTS**

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

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

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

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

465 **29.0 ENTIRE AGREEMENT**

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



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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GENERAL SECURITY SERVICES, INC.**

472           **30.0 CAPTIONS AND PARAGRAPH HEADINGS**

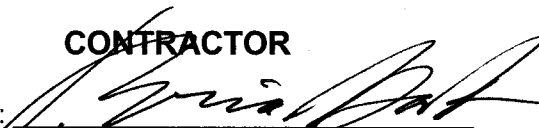
473                   Captions and paragraph headings used in this Agreement are for  
474 convenience only and are not a part of this Agreement and shall not be used in  
475 construing this Agreement.

476           **31.0 NOTICES**

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

481	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
482	General Security Services, Inc.	Riverside County Regional Medical Center
483	14009 Crenshaw Blvd, #D	26520 Cactus Avenue
484	Hawthorne, CA 90250-7816	Moreno Valley, CA 92555

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

486	<b>CONTRACTOR</b>	<b>COUNTY</b>
487	By: 	By: _____
488	<u>Brian Howard / CEO</u>	Marion Ashley
489	Type or Print Name and Title	Chairman
490		
491	Date: <u>01/26/16</u>	Date: _____
492		

FORM APPROVED COUNTY COUNSEL  
BY:  2/8/16  
BEAUFORD T. MIKLER, JR.           DATE

SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)

1        CONTRACTOR shall provide COUNTY with a minimum of three-(3)  
2 uniformed guards twenty-four (24) hours per day, seven (7) days per week, and  
3 three hundred sixty-five (365) days per year for the hospital, located at 26520  
4 Cactus Avenue, Moreno Valley, CA 92555. Should there be a change in the  
5 COUNTY requirement for security; CONTRACTOR will adjust the number of  
6 personnel when required with twenty four (24) hour written notice.

7        **1.0    CONTRACTOR'S Responsibilities**

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

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

17        1.1.1 Upon observation of suspicious persons, packages, and  
18 activity in lobby area report immediately to COUNTY  
19 Administrative Management.

20        1.1.2 Operate video recorders, hand radios, cell phones, pagers,  
21 and other communication devices.

22        1.1.3 Work with COUNTY personnel, law enforcement personnel,  
23 and the public, in a positive, professional manner.

24        1.1.4 Lock up premises, set security alarm, and insure premises  
25 are secure.

26        1.1.5 Provide general security control, and escort employees to  
27 their vehicles when required.

28        1.1.6 Summon the appropriate police and fire authority and  
29 appropriate COUNTY personnel.

SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)

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- 30 1.1.7 Scan visitors prior to entering lock down nursing units for  
31 patient visits.
- 32 1.1.8 In a Code Blue medical emergency, report to the code area  
33 to assist RCRMC staff with entry.
- 34 1.1.9 In the event of a Code Pink Alarm, CONTRACTOR's officers  
35 shall immediately take up a monitoring position at  
36 observation points as specified in the code pink policy and  
37 procedure.
- 38 1.1.10 On a daily basis all serious incidents shall be logged and  
39 reported to the designated facility supervisors including, but  
40 not necessarily limited to, bomb threats, accidents involving  
41 any person or vehicle, and any acts of violence or theft.
- 42 1.1.11 Officers shall patrol COUNTY building, grounds and parking  
43 lot on foot, checking all interior and exterior doors every  
44 thirty (30) minutes in accordance with COUNTY Security  
45 Operating Procedures, except during facility visiting hours.  
46 Officers shall log each foot patrol on the Daily Activity  
47 Report.
- 48 1.1.12 Except while escorting visitors, Officers shall only enter in-  
49 patient units at the request of a COUNTY Supervisor, or  
50 designee.
- 51 1.2 COUNTY prohibits the use of arrest powers by security personnel;  
52 security personnel powers of arrest are no greater than that of a private citizen.  
53 CONTRACTOR shall assume full liability for any of their employees in the  
54 exercising of any police authority. When necessary, the proper police authority  
55 shall be summoned. Security personnel shall use no unreasonable force unless  
56 absolutely necessary for self-defense. Security personnel shall always be  
57 cooperative with authorized emergency personnel, by providing assistance, while  
58 not interfering in the performance of their duties.

**SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)**

59           1.3   CONTRACTOR shall obtain from the designated COUNTY  
60 Administrator written authorization for all new Security Officers at least 24 hours  
61 before they are initially assigned (or a later change in assignment of regular  
62 personnel). The COUNTY requires the right to review and approve the  
63 credentials of each assigned Security Officer prior to assignment.

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

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

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

79           1.7   CONTRACTOR shall assign the same personnel on a continuing  
80 basis until such time the COUNTY determines that because of personnel  
81 problems, certain personnel may no longer be deemed necessary to work at the  
82 facility. CONTRACTOR shall be expected to schedule three-(3) security  
83 personnel per shift. COUNTY will not pay overtime unless COUNTY requests  
84 the personnel to work over their scheduled shift.

85           1.8   CONTRACTOR shall insure an unbiased criminal history report that  
86 conforms to all applicable state and federal, regulation, be included in each  
87 employee's personnel file. This report shall reveal whether the employee has  
88 any felony and misdemeanor convictions, and pending cases, including date,

SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)

89 nature of offense, sentencing date, disposition and current status.  
90 CONTRACTOR shall not assign any employee with a criminal history report  
91 revealing a felony and/or misdemeanor conviction and/or pending case.

92 1.9 CONTRACTOR shall insure assigned Officers are adequately  
93 trained and experienced in the use of all-purpose fire extinguishers, drug and  
94 narcotics identification, bomb threat situations, and be specifically trained for  
95 each piece of security equipment carried.

96 1.10 CONTRACTOR shall provide evidence of CPR/First Aid Training  
97 for each Officer assigned to the COUNTY.

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

103 1.12 Upon notification of award of contract, CONTRACTOR shall  
104 immediately provide to COUNTY a list and supporting documentation for the  
105 prospective security personnel and supervisors to be assigned in the fulfillment of  
106 the requirements of this Agreement. The information shall include, at a minimum,  
107 the following on each prospective security officer:

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

SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)

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- 119                   • Evidence of CPR/First Aid training
- 120                   • Copy of completion of TB screening
- 121           1.13 All Officers assigned to COUNTY must be free from symptoms of
- 122 infectious disease. All records pertaining to this shall be kept in Contractors office
- 123 and made available to COUNTY upon request.
- 124           1.14 All Officers assigned to COUNTY must be able to speak, write and
- 125 read the English Language.
- 126           1.15 All Officers assigned at no time during his/her shift will leave their post,
- 127 unless requested to do so by a COUNTY authority/representative.
- 128           1.16 All Officers assigned to COUNTY shall meet the requirements of the
- 129 California State Department of Consumer Affairs, Bureau of Security, and
- 130 Investigative Service, and posses a valid, permanent security guard
- 131 registration/permit. A membership in the American Society for industrial security will
- 132 be considered desirable.
- 133           1.17 CONTRACTOR shall be required to supply at CONTRACTOR's
- 134 expense safety gear for all assigned Officers.
- 135           1.18 CONTRACTOR's assigned Officers are expected to display a
- 136 professional image and manner at all times while on duty. Consistent with this is the
- 137 expectation the security personnel will be focused on being alert to their surroundings
- 138 at all times while on duty and will not be engaged in any activities that distract them
- 139 (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.
- 140           1.19 The assigned Officers shall take two (2) ten-minute breaks, one before
- 141 and after lunch and one (1) thirty minute lunch break to be taken on premises, and
- 142 after notification to COUNTY Administrative Management.
- 143           1.20 CONTRACTOR shall provide uniforms with the Security Company's
- 144 logo identified. Security guard personnel are expected to maintain a clean and
- 145 professional appearance and wear only clean, pressed, full uniform at all times while
- 146 on duty. Security personnel's uniforms shall not have rips, tears, visible repairs,
- 147 missing buttons, excessive tightness, or bagginess. Pins and jewelry cannot be worn
- 148 on Uniforms.

SCOPE OF SERVICE  
General Security Services, Inc. - RCRMC (hospital)

149 1.21 CONTRACTOR's Officers shall be outfitted in attractive uniforms  
150 appropriate to the type of assignment that they are working with examples below.

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

151 //

PAYMENT PROVISIONS  
General Security Services, Inc. - RCRMC (hospital)

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- 1
- 2 Cost Rate: **\$13.97 per hour**
- 3 This **rate is all inclusive** and shall include all Contractor expenses, overtime hours and
- 4 holiday hours.
- 5 Facility Location Address: **26520 Cactus Avenue, Moreno Valley, CA 92555**
- 6 Coverage: **Sunday through Saturday**



## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

## RECITALS

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

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

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

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

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

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

- 23 1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have  
24 the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be  
25 amended from time to time.
- 26 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
- 27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
- 28 (1) On behalf of the County, or to provide services to the County for the purposes  
29 contained herein, if such use or disclosure would not violate the Privacy Rule  
30 and/or Security Rule;
- 31 (2) As necessary to perform any and all of its obligations under the Underlying  
32 Agreement.
- 33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures  
34 permitted or authorized by this Addendum or required by law, Contractor may:

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1      3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1 F. Use appropriate administrative, technical and physical safeguards to prevent  
2 inappropriate use or disclosure of PHI and/or ePHI created or received for or from  
3 the County.

4 G. Obtain and maintain knowledge of the applicable laws and regulations related to  
5 HIPAA, as may be amended from time to time.

6 5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

7 A. Provide access, at the request of County, within five (5) days, to PHI in a  
8 Designated Record Set, to the County, or to an Individual as directed by the  
9 County.

10 B. To make any amendment(s) to PHI in a Designated Record Set that the County  
11 directs or agrees to at the request of County or an Individual within sixty (60) days  
12 of the request of County.

13 C. To assist the County in meeting its disclosure accounting under HIPAA:

14 (1) Contractor agrees to document such disclosures of PHI and information related  
15 to such disclosures as would be required for the County to respond to a  
16 request by an Individual for an accounting of disclosures of PHI.

17 (2) Contractor agrees to provide to County or an Individual, within sixty (60) days,  
18 information collected in accordance with this section to permit the County to  
19 respond to a request by an Individual for an accounting of disclosures of PHI.

20 (3) Contractor shall have available for the County the information required by this  
21 section for the six (6) years preceding the County's request for information  
22 (except the Contractor need have no information for disclosures occurring  
23 before April 14, 2003).

24 D. Make available to the County, or to the Secretary of Health and Human Services,  
25 Contractor's internal practices, books and records relating to the use of and  
26 disclosure of PHI for purposes of determining Contractor's compliance with the  
27 Privacy Rule, subject to any applicable legal restrictions.

28 E. Within thirty (30) days of receiving a written request from County, make available  
29 any and all information necessary for County to make an accounting of disclosures  
30 of County PHI by Contractor.

31 F. Within thirty (30) days of receiving a written request from County, incorporate any  
32 amendments or corrections to the PHI in accordance with the Privacy Rule in the  
33 event that the PHI in Contractor's possession constitutes a Designated Record  
34 Set.

35 G. Not make any disclosure of PHI that County would be prohibited from making.

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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.