

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

222



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 10, 2010

SUBJECT: Approval of the Professional Services Agreement between the County of Riverside and David E. Rogers, DDS

RECOMMENDED MOTION:

- 1) Ratify the Agreement with David E. Rogers, DDS, effective February 1, 2010;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Retain one (1) copy and return two (2) copies of the executed agreement to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective February 1, 2010, David E. Rogers, DDS, agreed to provide dental anesthesia professional services to children under five (5) years of age referred for dental surgical services as part of the First 5 Dental Grant awarded to Riverside County Regional Medical Center by the Riverside County Children and Families Commission.

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

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, First 5 Riverside Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Beauford T. Miller, Jr.*
Departmental Chairperson
DATE: 2/10/10

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.50

1 **PROFESSIONAL SERVICES AGREEMENT**
2 **BETWEEN**
3 **RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**
4 **AND**
5 **DAVID E. ROGERS, DDS**

6 This Agreement is made and entered into by and between the County of
7 Riverside, a political subdivision of the State of California, hereinafter referred to
8 as COUNTY, on behalf of Riverside County Regional Medical Center, hereinafter
9 referred to as HOSPITAL, and David E. Rogers, DDS, Inc. a California
10 Professional Corporation hereinafter referred to as CONTRACTOR.

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

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

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

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

25 **1.0 DESCRIPTION OF SERVICES:**

 CONTRACTOR will provide outpatient Dental Anesthesiology

1 professional services as outlined in Attachment A, attached hereto and made
2 part of the Agreement.

3 **2.0 TERM AND TERMINATION:**

4 2.1 TERM. This Agreement shall be effective as of February 1,
5 2010 through June 30, 2010 and automatically continue on a year-to-year basis,
6 unless terminated as specified below in Section 2.2 or as otherwise specified
7 herein.

8 2.2 TERMINATION WITHOUT CAUSE. Either party may
9 terminate this Agreement with or without cause by giving ninety (90) days prior
10 written notice to the other party.

11 2.2.1 In the event of termination of this Agreement,
12 CONTRACTOR shall continue to provide and be compensated for Dental
13 Anesthesiology Professional services under the terms of this Agreement to
14 patients who have been authorized for treatment on the date of termination until
15 the effective date of discharge of care or the safe transfer of such patients to
16 another Health Care Provider, or a period of ninety (90) days, whichever comes
17 first.

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

22 **3.0 COMPENSATION:**

23 3.1 In consideration of services provided by CONTRACTOR
24
25

1 pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment
2 in accordance with HOSPITAL policy and procedure. CONTRACTOR shall
3 submit complete and accurate claims to HOSPITAL within one hundred and
4 twenty (120) days from the date of service. Claims must be submitted on a
5 Universal Billing Form (UB92), HCFA 1500 Form or its successor claim form.
6 CONTRACTOR shall not seek payment for claims submitted after one (1) year
7 from the date of service. CONTRACTOR shall accept the payments for services
8 as described above in Section 1.0 and specified in Attachment A, attached
9 hereto, as payment in full.

10 3.2 Maximum payments to CONTRACTOR shall not exceed
11 forty thousand (\$40,000) dollars per year. Payments to CONTRACTOR shall be
12 made on a monthly basis during the Term of this Agreement.

13 **4.0 HOLD HARMLESS-INDEPENDENT CONTRACTOR:**

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

1 settlements or awards all Agencies, Districts, Special Districts and Departments
2 of the County of Riverside, their respective directors, officers, Board of
3 Supervisors, elected and appointed officials, employees, agents and
4 representatives in any claims or action based upon such alleged acts or omissions.

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

19 4.3 The specified insurance limits required in this Agreement
20 shall in no way limit or circumscribe CONTRACTOR'S obligation to indemnify
21 and hold harmless the COUNTY herein from third party claims.

22 4.4 In the event there is conflict between this clause and
23 California Civil Code Section 2782, this clause shall not be interpreted to comply
24 with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR
25 from indemnifying the COUNTY to the fullest extent allowed by law.

1 **5.0 INSURANCE:**

2 5.1 Without limiting or diminishing the CONTRACTOR'S
3 obligation to indemnify or hold the HOSPITAL harmless, CONTRACTOR shall
4 procure and maintain or cause to be maintained, at its sole cost and expense,
5 the following insurance and/or self- insurance coverages during the term of this
6 Agreement.

7 5.2 WORKERS' COMPENSATION

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

16 5.3 COMMERCIAL GENERAL LIABILITY

17 Commercial General Liability insurance coverage, including but not limited to,
18 premises liability, contractual liability, products and completed operations liability,
19 personal and advertising injury covering claims which may arise from or out of
20 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
21 Agencies, Districts, Special Districts, and Departments of the County of
22 Riverside, their respective directors, officers, Board of Supervisors, employees,
23 elected or appointed officials, agents or representatives as Additional Insured.
24 Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
25 combined single limit. If such insurance contains a general aggregate limit, it

1 shall apply separately to this agreement or be no less than two (2) times the
2 occurrence limit.

3 5.4 VEHICLE LIABILITY

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

14 5.5 PROFESSIONAL LIABILITY INSURANCE

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

1 provided under items; 1), 2) or 3) will continue for a period of five (5) years
2 beyond the termination of this Agreement.

3 5.6 GENERAL INSURANCE PROVISIONS – ALL LINES

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

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

21 3) CONTRACTOR shall cause CONTRACTOR'S
22 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
23 executed original Certificate(s) of Insurance and certified original copies of
24 Endorsements effecting coverage as required herein, or 2) if requested to do so
25 orally or in writing by the County Risk Manager, provide original Certified copies

1 of policies including all Endorsements and all attachments thereto, showing such
2 insurance is in full force and effect. Further, said Certificate(s) and policies of
3 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
4 days written notice shall be given to the County of Riverside prior to any material
5 modification, cancellation, expiration or reduction in coverage of such insurance.

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

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

24 5) The COUNTY'S Reserved Rights--Insurance. If,
25 during the term of this Agreement or any extension thereof, there is a material

1 change in the scope of services; or, there is a material change in the equipment
2 to be used in the performance of the scope of work (such as the use of aircraft or
3 watercraft) the COUNTY reserves the right to adjust the types of insurance
4 required under this Agreement and the monetary limits of liability for the
5 insurance coverage's currently required herein, if; in the County Risk Manager's
6 reasonable judgment, the amount or type of insurance carried by the
7 CONTRACTOR has become inadequate.

8 6) CONTRACTOR shall pass down the insurance
9 obligations contained herein to all tiers of subcontractors working under this
10 Agreement.

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

14 **6.0 AVAILABILITY OF FUNDING:**

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

20 **7.0 RECORDS AND DOCUMENTS:**

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

1 the termination of this Agreement.

2 7.2 CONTRACTOR agrees to provide HOSPITAL with reports
3 and information relative to this Agreement and in accordance with terms set forth
4 herein, as may be requested by HOSPITAL.

5 **8.0 CONFIDENTIALITY:**

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

12 8.1 CONTRACTOR shall not disclose, except as otherwise
13 specifically permitted by this Agreement or authorized by the client or client's
14 representative, any such identifying information to anyone other than authorized
15 HOSPITAL personnel without prior written authorization from the HOSPITAL.

16 8.2 For the purpose of this paragraph, "identify" shall include, but
17 not be limited to, name, identifying number, symbol, or other identifying particular
18 assigned to the individual, such as finger or voiceprint or photograph.

19 8.3 CONTRACTOR shall observe all Federal, State and
20 COUNTY laws and regulations, including, but not limited to, the Health Insurance
21 Portability and Accountability Act (HIPPA) of 1996, concerning the security and
22 privacy of patient records and information.

23 **9.0 LICENSE:**

24 CONTRACTOR shall, through the Term of this Agreement, maintain
25 all licenses necessary for the provision of the services hereunder and required by

1 the laws and regulations of the United States, the State of California, County of
2 Riverside, and all other governmental agencies. CONTRACTOR shall notify
3 HOSPITAL immediately, in writing, of inability to obtain or maintain such license.
4 Said inability shall be cause for termination of this Agreement.

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

12 9.2 COPY REQUIRED. A copy of each such license, permit,
13 approval, waiver, exemption, registration, accreditation, and certificate shall be
14 provided to Contracts Administration, upon request.

15 9.3 Further, CONTRACTOR hereby agrees to abide by the
16 standards of medical practice of the profession when performing services
17 hereunder.

18 **10.0 NONDISCRIMINATION AND ELIGIBILITY:**

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

1 handicapped persons in all programs or activities.

2 10.1 For the purpose of this Agreement, distinctions on the
3 grounds of race, religion, color, sex, national origin, age, or physical or mental
4 handicap include but are not limited to the following:

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

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

12 3. Restricting an eligible person differently in any way in
13 the enjoyment of any advantage or privilege enjoyed by others receiving similar
14 service or benefit.

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

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

22 **11.0 CONFLICT OF INTEREST:**

23 CONTRACTOR and CONTRACTOR'S employees shall have no
24 interest, and shall not acquire any interest, direct or indirect, which will conflict in
25 any manner or degree with the performance of services required under this

1 Agreement.

2 **12.0 ALTERATION:**

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

19 **13.0 ASSIGNMENT:**

20 CONTRACTOR may not delegate the obligations hereunder, either in
21 whole or in part, without prior written consent of the County Purchasing Agent
22 and the HOSPITAL provided, however, obligations undertaken by
23 CONTRACTOR pursuant to this Agreement may be carried out by means of
24 subcontracts if approved by HOSPITAL and the County Purchasing Agent. No
25 subcontract shall terminate or alter the responsibilities of the CONTRACTOR to

1 the HOSPITAL pursuant to this Agreement. CONTRACTOR may not assign the
2 rights hereunder, either in whole or in part, without prior written consent of the
3 HOSPITAL and the County Purchasing Agent. Any attempted assignment or
4 delegation in derogation of this paragraph shall be void. A change in the
5 business structure of CONTRACTOR, including but not limited to, change in the
6 majority ownership, change in the form of CONTRACTOR'S business
7 organization, management of CONTRACTOR, CONTRACTOR'S ownership of
8 other business dealing with CONTRACTOR under this Agreement, or filing of
9 bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of
10 this paragraph.

11 **14.0 ADMINISTRATION:**

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

14 **15.0 WAIVER:**

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

21 **16.0 JURISDICTION, VENUE, ATTORNEY FEES:**

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

1 Riverside, California.

2 **17.0 SEVERABILITY:**

3 In the event any provision in this Agreement is held by a court of
4 competent jurisdiction to be invalid, void or unenforceable, the remaining
5 provisions will nevertheless continue in full force without being impaired or
6 invalidated in any way.

7 **18.0 CAPTIONS AND PARAGRAPH HEADINGS:**

8 Captions and paragraph headings used in this Agreement are for
9 convenience only and are not a part of this Agreement and shall not be used in
10 construing this Agreement.

11 **19.0 NOTICES:**

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

16 **COUNTY**

16 **CONTRACTOR:**

17 Riverside County Regional Medical Center
18 26520 Cactus Avenue
18 Moreno Valley, CA 92555

David E. Rogers, DDS
P.O. Box 7278
Redlands, CA 92375

19 Attn: Contracts Administration

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

21 **20.0 Independent Contractor**

22 The CONTRACTOR is, for purposes arising out of this contract, an
23 Independent CONTRACTOR and shall not be deemed an employee of the
24 County. It is expressly understood and agreed that the CONTRACTOR shall in
25 no event, as a result of this contract, be entitled to any benefits to which

1 COUNTY employees are entitled, including but limited to overtime, any
2 retirement benefits, worker's compensation benefits, and injury leave or other
3 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
4 all claims that may be made against COUNTY based upon any contention by any
5 third party than an employee-employer relationship exists by reason of this
6 Agreement.

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

12 21.0 Subcontract for Work or Services

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

19 22.0 Interest of Contractor

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

1 it under this Agreement.

2 23.0 Conduct of Contractor

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

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

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

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

22 24.0 Disallowance

23 In the event the CONTRACTOR receives payment for services
24 under this agreement, which is later disallowed for nonconformance with the
25 terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly

1 refund the disallowed amount to the COUNTY on request, or at its option, the
2 COUNTY may offset the amount disallowed for any payment due to the
3 CONTRACTOR under any contract with the COUNTY.

4 **25.0 Right to Acquire Equipment and Services**

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

8 **26.0 Force Majeure**

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

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

17 **27.0 EDD Reporting Requirements**

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

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

1 support orders and for no other purposes and will be held confidential by those
2 agencies. Failure of the CONTRACTOR to timely submit the data and/or
3 certificates required may result in an Agreement being awarded to another
4 CONTRACTOR. In the event an Agreement has been issues, failure of the
5 CONTRACTOR to comply with all federal and state reporting requirements for
6 child support enforcement or to comply with all lawfully served Wage and
7 Earnings Assignments Orders and Notices of Assignment shall constitute a
8 material breach of Agreement. Failure to cure such breach within sixty (60)
9 calendar days of notice from the County shall constitute grounds for termination
10 of the Agreement.

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

16 **28.0 Entire Agreement**

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

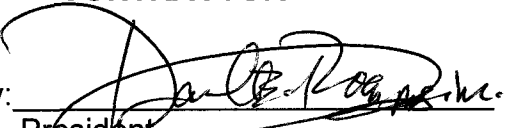
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1 **IN WITNESS WHEREOF**, the undersigned have executed this Agreement
2 effective as of February 1, 2010.

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CONTRACTOR

By: 
President

COUNTY OF RIVERSIDE

By: _____
Marion Ashley
Chairman, Board of Supervisors

Date: 2/2/10

Date: _____

HOSPITAL

By: 
Douglas Bagley
Hospital Director/CEO

Date: 2/16/10

FORM APPROVED COUNTY COUNSEL

BY:  2/22/10
BEAUFORD T. MILLER, JR. DATE

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Attachment "A"
to
Dental Anesthesiology Professional Service Agreement
Between
Riverside County Regional Medical Center
and
David E. Rogers, DDS

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL for all authorized services in accordance with HOSPITAL policy and procedures as follows:

1.0 Professional Services

- General Anesthesia \$500/case

All services are considered inclusive of technical fees charged by dental office or surgery center.