

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

654



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
June 29, 2010

**SUBJECT:** Approve the Contract Agreements for Rehabilitation Registry Services with Riverside County Regional Medical Center (RCRMC)

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

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

(continued on page 2)

*Ellie Bennett For Doug Bagley*  
 Douglas D. Bagley, Hospital Director  
 by Ellie Bennett, Chief Operating Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

<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**

Dept't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** ATTACHMENTS FILED **District:** 5 **Agenda Number:**

WITH THE CLERK OF THE BOARD

3.69

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 7/3/10  
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

**SUBJECT:** Approve the Contract Agreements for Rehabilitation Registry Services with Riverside County Regional Medical Center (RCRMC)

**BACKGROUND (Continued):**

On behalf of Riverside County Regional Medical Center (RCRMC), County Purchasing issued a formal request for qualification (RFQ) MCARC131 on March 16, 2010, to research the market for qualified, responsible and responsive contractors to provide temporary rehabilitation registry services set at County uniform rates. Qualified rehabilitation therapists are required to temporarily and periodically fill positions and augment staff at RCRMC when regular staff is unavailable or during periods of increased patient census.

The proposal was sent to 49 potential bidders and advertised on the Riverside County Purchasing Web Site. Ten responsive/responsible proposals were received. The proposals were reviewed by an evaluation team consisting of three hospital personnel staff. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform the services as specified in the RFQ, their experience with other comparable size hospital facilities, and the overall cost to the County. After careful consideration and evaluation, in accordance with the Purchasing Department Policy and because no one registry has the ability to meet all the County requirements for emergency rehabilitation staffing, RCRMC request to award contracts to the top four bidders who received the highest scores. The scores ranged from 16.16 to 22.85.

As a measure to insure adequate rehabilitation staffing for quality patient care, RCRMC is requesting to enter into contracts for the professional services for rehab registry staffing. These contracts supplement the hospital's specialized rehabilitation therapists, where the hospital is experiencing a severe shortage of staff that has been difficult to fill.

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

**PRICE REASONABLENESS:**

Ten proposals were received and thoroughly reviewed by an evaluation team made up of RCRMC's department staff. The top four highest scoring bidders were offered the opportunity to contract with the County since they provided the best proposals following specific requirements of the RFQ, these vendors agreed to the County terms and conditions, and they also agreed to the County's set uniform rates. The uniform rates were determined by comparing the rates from the previous contracts and calculating the adjustment with the current consumer price index (CPI) rates for this specific service.

RCRMC requests the approval of an aggregate amount of \$250,000, to be utilized as required between four participating registry contractors.

**FINANCIAL IMPACT:**

Funding for these rehabilitation registry services is 100% Hospital Enterprise funded and does not require additional County funds.

DB:ns

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

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

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

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

10          NOW THEREFORE, in consideration of the mutual promises, covenants and  
11 conditions hereinafter contained the PARTIES hereto mutually agree as provided on  
12 pages 1 through 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14           **1.0   HIPAA Business Associate Agreement**

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

21    //

22    //

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

24           CONTRACTOR shall provide all services as outlined and specified in  
25 **Exhibit A**, Scope of Services, consisting of 4 pages.

26           **3.0 HOSPITAL REQUEST FOR SERVICES**

27           3.1 COUNTY shall use its best efforts to request registry staff at  
28 least two (2) hours prior to reporting time.

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

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

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

41           3.5 If COUNTY cancels a request for registry staff less than two (2)  
42 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
43 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
44 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
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45 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
46 hours of applicable compensation.

47 3.6 COUNTY will charge a late cancellation fee for CONTRACTOR  
48 registry staff equal to four (4) hours of applicable compensation, if any of the  
49 following is violated:

- 50 1. CONTRACTOR staff does not report for work to COUNTY as  
51 scheduled, or
- 52 2. CONTRACTOR cancels a request by COUNTY for a registry  
53 staff less than two (2) hours prior to reporting time and  
54 CONTRACTOR cannot replace that registry staff with an  
55 acceptable substitute, or
- 56 3. CONTRACTOR staff reports to work but does not possess a  
57 current valid license issued by the State of California; he/she  
58 shall be discharged from COUNTY and shall pay the late  
59 cancellation fee.

60 3.7 If a change occurs which results in registry staff no longer being  
61 needed by COUNTY after reporting to work, the registry staff will be discharged from  
62 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
63 minimum of four (4) hours, whichever is greater.

64 3.8 All requests for services or cancellations shall be made by  
65 COUNTY Department Manager or designee.

66 **4.0 PERIOD OF PERFORMANCE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
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67           This Agreement shall be effective July 1, 2010 and continue in effect  
68 through June 30, 2011, with the option to renew through the County's annual  
69 amendment process for four-(4) additional fiscal years in one-year increments, unless  
70 terminated as specified in Section 7.0 Termination.

71           **5.0    COMPENSATION**

72           The COUNTY shall pay the CONTRACTOR for services performed and  
73 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule,  
74 consisting of 1 page.

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

82           5.2    No price increases will be permitted during the first year of this  
83 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
84 to another governmental entity) will automatically be extended to the COUNTY. The  
85 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
86 any approved price adjustment. After the first year of the award, a minimum of 30-  
87 days advance notice in writing is required to be considered and approved by

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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88 COUNTY. No retroactive price adjustments will be considered. Any price increases  
89 must be stated in a written amendment to this Agreement.

90           5.3 Said compensation shall be paid in accordance with an invoice  
91 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
92 thirty (30) working days of receipt of the invoice. In accordance with California  
93 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
94 and late charges.

95           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
96 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
97 Avenue, Moreno Valley, CA. 92555.

98           **6.0 ASSURANCES**

99           CONTRACTOR hereby agrees that, where applicable, services  
100 provided hereunder will be performed in harmony with COUNTY policy and  
101 procedure.

102           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
103 with all State and Federal laws and the standards of the Joint Commission.

104           6.2 CONTRACTOR certifies that it is aware of the Occupational  
105 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
106 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
107 and shall comply therewith as to all relative elements under this Agreement.

108           **7.0 TERMINATION**

**PROFESSIONAL SERVICES AGREEMENT  
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109           7.1    COUNTY may terminate this Agreement without cause upon 30  
110 days written notice served upon the CONTRACTOR stating the extent and effective  
111 date of termination.

112           7.2    COUNTY may, upon five (5) days written notice, terminate this  
113 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
114 with the terms of this Agreement or fails to make progress so as to endanger  
115 performance and does not immediately cure such failure. In the event of such  
116 termination, the COUNTY may proceed with the work in any manner deemed proper  
117 by COUNTY.

118           7.3    After receipt of the notice of termination, CONTRACTOR shall:  
119 (a) Stop all work under this Agreement on the date specified in the notice of  
120 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
121 COUNTY any materials, reports or other products which, if the Agreement had been  
122 completed or continued, would have been required to be furnished to COUNTY.

123           7.4    After termination, COUNTY shall make payment only for  
124 CONTRACTOR's performance up to the date of termination in accordance with this  
125 Agreement and at the rates set forth in **Exhibit B**.

126           7.5    CONTRACTOR's rights under this Agreement shall terminate  
127 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
128 or material breach of this Agreement by CONTRACTOR; or in the event of  
129 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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130 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
131 further compensation under this Agreement.

132           7.6 The rights and remedies of COUNTY provided in this section  
133 shall not be exclusive and are in addition to any other rights and remedies provided  
134 by law or this Agreement.

135           **8.0 CONFIDENTIALITY**

136           CONTRACTOR agrees to protect from unauthorized disclosure of  
137 names and other identifying information concerning either persons receiving services  
138 under this Agreement or persons whose names or other identifying information  
139 becomes known to CONTRACTOR as a result of services performed under this  
140 Agreement, except statistical information not identifying any such person.

141           8.1 CONTRACTOR shall not disclose, except as otherwise  
142 specifically permitted by this Agreement or authorized by the client or client's  
143 representative, any such identifying information to anyone other than authorized  
144 COUNTY personnel without prior written authorization from the COUNTY.

145           8.2 For the purpose of this paragraph, "identify" shall include, but not  
146 limited to, name, identifying number, symbol, or other identifying particular assigned  
147 to the individual, such as finger or voiceprint or photograph.

148           **9.0 HOLD HARMLESS/INDEMNIFICATION**

149           CONTRACTOR shall indemnify and hold harmless the County of  
150 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
151 directors, officers, Board of Supervisors, elected and appointed officials, employees,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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152 agents and representatives (individually and collectively hereinafter referred to as  
153 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
154 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
155 arising out of or in any way relating to this Agreement, including but not limited to  
156 property damage, bodily injury, or death or any other element of any kind or nature  
157 whatsoever arising from the performance of CONTRACTOR, its officers, employees,  
158 subcontractors, agents or representatives Indemnitors from this Agreement.  
159 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
160 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
161 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
162 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
163 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
164 choice and shall have the right to adjust, settle, or compromise any such action or  
165 claim without the prior consent of COUNTY; provided, however, that any such  
166 adjustment, settlement or compromise in no manner whatsoever limits or  
167 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
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174           In the event there is conflict between this clause and California Civil  
175 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
176 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
177 Indemnitees to the fullest extent allowed by law.

178           **10.0 INSURANCE**

179           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
180 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
181 maintain or cause to be maintained, at its sole cost and expense, the following  
182 insurance coverage's during the term of this Agreement.

183           10.2 WORKERS' COMPENSATION:

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

191           10.3 COMMERCIAL GENERAL LIABILITY:

192           Commercial General Liability insurance coverage, including but  
193 not limited to, premises liability, contractual liability, products and completed  
194 operations liability, personal and advertising injury, and cross liability coverage,  
195 covering claims which may arise from or out of CONTRACTOR'S performance of its

**PROFESSIONAL SERVICES AGREEMENT  
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196 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
197 Districts, Special Districts, and Departments, their respective directors, officers,  
198 Board of Supervisors, employees, elected or appointed officials, agents or  
199 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
200 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
201 general aggregate limit, it shall apply separately to this agreement or be no less than  
202 two (2) times the occurrence limit.

203                   10.4 VEHICLE LIABILITY:

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

213                   10.5 PROFESSIONAL LIABILITY:

214                   CONTRACTOR shall maintain Professional Liability Insurance  
215 providing coverage for the CONTRACTOR's performance of work included within this  
216 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
217 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is

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218 written on a claims made basis rather than an occurrence basis, such insurance shall  
219 continue through the term of this Agreement and CONTRACTOR shall purchase at  
220 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
221 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
222 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
223 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
224 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
225 continue for a period of five (5) years beyond the termination of this Agreement.

226 **10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:**

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

233 B. The CONTRACTOR'S insurance carrier(s) must declare  
234 its insurance deductibles or self-insured retentions. If such deductibles or self-  
235 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
236 retentions shall have the prior written consent of the County Risk Manager before the  
237 commencement of operations under this Agreement. Upon notification of deductibles  
238 or self insured retention's unacceptable to the COUNTY, and at the election of the  
239 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
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240 eliminate such deductibles or self-insured retention's as respects this Agreement with  
241 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
242 investigations, claims administration, and defense costs and expenses.

243 C. CONTRACTOR shall cause CONTRACTOR'S insurance  
244 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
245 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
246 coverage as required herein, or 2) if requested to do so orally or in writing by the  
247 County Risk Manager, provide original Certified copies of policies including all  
248 Endorsements and all attachments thereto, showing such insurance is in full force  
249 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
250 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
251 to the County of Riverside prior to any material modification, cancellation, expiration  
252 or reduction in coverage of such insurance. In the event of a material modification,  
253 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
254 forthwith, unless the County of Riverside receives, prior to such effective date,  
255 another properly executed original Certificate of Insurance and original copies of  
256 endorsements or certified original policies, including all endorsements and  
257 attachments thereto evidencing coverage's set forth herein and the insurance  
258 required herein is in full force and effect. **CONTRACTOR shall not commence**  
259 **operations until the COUNTY has been furnished original Certificate (s) of**  
260 **Insurance and certified original copies of endorsements or policies of**  
261 **insurance including all endorsements and any and all other attachments as**

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262 *required in this Section. An individual authorized by the insurance carrier to*  
263 *do so on its behalf shall sign the original endorsements for each policy and the*  
264 *Certificate of Insurance.*

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

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

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

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

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

285                   **11.0 AVAILABILITY OF FUNDING**

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

291                   **12.0 RECORDS AND DOCUMENTS**

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

298                   12.1 CONTRACTOR to provide COUNTY with reports and  
299 information relative to this Agreement and in accordance with terms set forth herein,  
300 as may be requested by COUNTY.

301                   **13.0 MONITORING**

302                   CONTRACTOR hereby agrees to establish procedures for self-  
303 monitoring and shall permit an appropriate official of the COUNTY, State or Federal



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BETWEEN  
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304 government to monitor, access, or evaluate CONTRACTOR'S performance under  
305 this Agreement upon reasonable notice to CONTRACTOR and at any reasonable  
306 time.

307 **14.0 LICENSE**

308 CONTRACTOR shall, through the term of this Agreement, maintain all  
309 licenses necessary for the provision of the services hereunder and required by the  
310 laws and regulations of the United States, the State of California, County of  
311 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
312 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
313 inability shall be cause for termination of this Agreement.

314 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
315 agents, and subcontractors performing services under the terms of this Agreement  
316 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
317 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
318 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
319 such license(s). Said inability shall be cause for termination of this Agreement.

320 14.2 COPY REQUIRED. A copy of each such license, permit,  
321 approval, waiver, exemption, registration, accreditation, and certificate shall be  
322 provided to Contracts Administration.

323 14.3 Further, CONTRACTOR hereby agrees to abide by the  
324 standards of medical practice of the profession when performing services hereunder.

325 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

**PROFESSIONAL SERVICES AGREEMENT  
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326           The CONTRACTOR shall not discriminate in the provision of services,  
327 allocation of benefits, accommodation in facilities, or employment of personnel, on  
328 the basis of ethnic group identification, race, color, creed, ancestry, religion, national  
329 origin, sexual preference, sex, age (over 40), marital status, medical attention, or  
330 physical or mental handicap, and shall comply with all other requirements of law  
331 regarding non discrimination and affirmative action including those laws pertaining to  
332 the prohibition of discrimination against qualified handicapped persons in all  
333 programs or activities.

334           15.1 For the purpose of this Agreement, distinctions on the grounds of  
335 race, religion, color, sex, national origin, age, or physical or mental handicap include  
336 but are not limited to the following:

337           A. Denying an eligible person or providing to an eligible  
338 person any services or benefit which is different, or is provided in a different manner  
339 or at a different time from that provided to other eligible persons under this  
340 Agreement.

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

343           C. Restricting an eligible person differently in any way in the  
344 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
345 or benefit.

346           D. Treating an eligible person differently from others in  
347 determining whether he satisfied any eligibility, membership, or other requirement or

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

348 condition which individuals must meet in order to be provided a similar service or  
349 benefit.

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

353 **16.0 CONFLICT OF INTEREST**

354 CONTRACTOR and CONTRACTOR'S employees shall have no  
355 interest, and shall not acquire any interest, direct or indirect, which will conflict in any  
356 manner or degree with the performance of services required under this Agreement.

357 **17.0 ALTERATION**

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

361 17.1 Only the County Board of Supervisors or County Purchasing  
362 Agent may authorize the alteration or revision of this Agreement. The parties  
363 expressly recognize that COUNTY personnel are without authorization to either  
364 change or waive any requirements of this Agreement.

365 **18.0 ASSIGNMENT**

366 CONTRACTOR may not delegate the obligations hereunder, either in  
367 whole or in part, without prior written consent of COUNTY provided, however,  
368 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
369 carried out by means of subcontracts if approved by COUNTY. No subcontract shall

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

370 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
371 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
372 whole or in part, without prior written consent of COUNTY. Any attempted  
373 assignment or delegation in derogation of this paragraph shall be void. A change in  
374 the business structure of CONTRACTOR, including but not limited to, change in the  
375 majority ownership, change in the form of CONTRACTOR'S business organization,  
376 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
377 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
378 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

379 **19.0 ADMINISTRATION**

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

383 **20.0 WAIVER**

384 Any waiver by COUNTY of any breach of any one or more of the terms  
385 of this Agreement shall not be construed to be a waiver of any subsequent or other  
386 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
387 to require exact, full and complete compliance with any terms of this Agreement shall  
388 not be construed as in any manner changing the terms hereof or stopping COUNTY  
389 from enforcement hereof.

390 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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

398           **22.0 INDEPENDENT CONTRACTOR**

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

408           22.1 It is further understood and agreed by the parties hereto that  
409 CONTRACTOR in the performance of its obligation hereunder is subject to the  
410 control or direction of COUNTY merely as to the result to be accomplished by the  
411 services hereunder agreed to be rendered and performed and not as to the means  
412 and methods for accomplishing the results.

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

413           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

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

420           **24.0 INTEREST OF CONTRACTOR**

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

428           **25.0 CONDUCT OF CONTRACTOR**

429           25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
430 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
431 be incompatible with any interest of the COUNTY.

432           25.2 The CONTRACTOR shall not, under circumstances, which might  
433 reasonably be interpreted as an attempt to influence the recipient in the conduct of

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

434 his duties, accept any gratuity or special favor from individuals or organizations with  
435 whom the CONTRACTOR is doing business or proposing to do business, in  
436 accomplishing the work under the contract.

437           25.3 The CONTRACTOR shall not use for personal gain or make  
438 other improper use of privileged information, which is acquired in connection with his  
439 contract. In this connection, the term 'privileged information' includes, but is not  
440 limited to, unpublished information relating to technological and scientific  
441 development; medical, personnel, or security records of the individuals; anticipated  
442 materials requirements or pricing actions; and knowledge of selection of  
443 CONTRACTOR or subcontractors in advance of official announcement.

444           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
445 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

446           **26.0 DISALLOWANCE**

447           In the event the CONTRACTOR receives payment for services under  
448 this contract which is later disallowed for nonconformance with the terms and  
449 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
450 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
451 offset the amount disallowed from any payment due to the CONTRACTOR under any  
452 contract with the COUNTY.

453           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

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

457            **28.0 FORCE MAJEURE**

458            28.1 In the event CONTRACTOR is unable to comply with any  
459 provision of this agreement due to causes beyond their control such as acts of God,  
460 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
461 liable to COUNTY for such failure to comply.

462            28.2 In the event COUNTY is unable to comply with any provision of  
463 this agreement due to causes beyond its control relating to acts of God, acts of war,  
464 civil disorders, or other similar acts, COUNTY shall not be held liable to  
465 CONTRACTOR for such failure to comply.

466            **29.0 EDD REPORTING REQUIREMENTS**

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

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



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

475 support orders and for no other purposes and will be held confidential by those  
476 agencies. Failure of the contractor to timely submit the data and/or certificates  
477 required may result in contract being awarded to another Contractor. In the event a  
478 contract has been issued, failure of the Contractor to comply with all federal and state  
479 reporting requirements for child support enforcement or to comply with all lawfully  
480 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
481 constitute a material breach of contract. Failure to cure such breach within 60  
482 calendar days of notice from the County shall constitute grounds for termination of  
483 the contract.

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

489           **30.0 ENTIRE AGREEMENT**

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

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

496           **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

497           Captions and paragraph headings used in this Agreement are for  
498 convenience only and are not a part of this Agreement and shall not be used in  
499 construing this Agreement.

500           **32.0 NOTICES**

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

505	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
506	RehabAbilities, Inc.	Riverside County Regional Medical Center
507	P.O. Box 1565	26520 Cactus Avenue
508	Rancho Cucamonga, CA 91729-1565	Moreno Valley, CA 92555

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

510	<b>CONTRACTOR</b>	<b>COUNTY</b>
511	<b>RehabAbilities, Inc.</b>	
512		
513	By: <u>Michael A. Jones</u>	By: _____
514		
515	<u>Michael A. Jones</u>	<u>Marion Ashley</u>
516	Type or Print Name	Type or Print Name
517		
518	<u>Vice President</u>	<u>Chairman</u>
519	Type or Print Title	Type or Print Title
520		
521	Date: <u>June 1, 2010</u>	Date: _____
522		

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 6/15/10  
NEAL R. KIPNIS

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**REHABILITIES, INC.**

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**1.0** CONTRACTOR shall provide Riverside County Regional Medical Center with temporary staffing for Rehabilitation Therapy services, to include the following:

**2.0 CONTRACTOR THERAPISTS REQUIREMENTS:**

All CONTRACTOR staff must have at a minimum, the following licensure & experience for each classification.

**Physical Therapist (PT):**

Must apply the theory and methods of assessment of function, gross mobility, mobility, gait and treatment techniques on physical rehabilitation underlying the practice of physical therapy

- Must possess a valid (current) license to practice as a Certified Physical Therapist issued by the Physical Therapy Board of California; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Speech-Language Pathologist:**

Must apply the principles and methods of assessment of function and treatment techniques and planning for dysphasia, cognition, speech and language

- Must possess a valid (current) license to practice as a Certified Speech-Language Pathologist issued by the Speech-Language Board of California;
- Must have a Master's degree in speech pathology with clinical competency completion; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Occupational Therapist (OT):**

Must apply the theory and methods of assessment of function and treatment techniques on mental and physical rehabilitation underlying the practices of occupational therapy

- Must possess a valid (current) license to practice as a Certified

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**REHABILITIES, INC.**

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Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**3.0 CONTRACTOR PERFORMANCE PROVISIONS:**

- A. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.
- C. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. CONTRACTOR certifies that it is aware of the Occupational Safety and health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.
- H. CONTRACTOR therapist must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance.

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**REHABILILITIES, INC.**

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All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
  - 1. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
  - 2. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
  - 3. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date
- P. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty.

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**REHABILITATION, INC.**

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

**FEE SCHEDULE**  
Rehabilitation Registry Services  
**REHABILITATIONS, INC.**

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All rates shall be for all shifts worked.

<b>CLASSIFICATION</b>	<b>PER HOUR RATE</b>	<b>OVERTIME RATE</b>
<b>Physical Therapist (PT)</b>	\$67.00	\$100.00
<b>Occupational Therapist (OT)</b>	\$65.00	\$97.00
<b>Speech-Language Pathologist</b>	\$78.00	\$117.00

**Holidays:**

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

**Overtime:**

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITIES, INC.**

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

## RECITALS

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

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

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

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

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

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

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



## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITIES, INC.**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITIES, INC.**

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1       3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITATIONS, INC.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITATIONS, INC.**

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

3           A. Implement and maintain reasonable and appropriate administrative, physical, and  
4           technical safeguards to protect the confidentiality of, the integrity of, the availability  
5           of, and authorized persons' accessibility to, County ePHI as applicable under the  
6           terms and conditions of the Underlying Agreement. The ePHI shall include that  
7           which the Contractor may create, receive, maintain, or transmit on behalf of the  
8           County.

9           B. Ensure that any agent, including a subcontractor, to whom Contractor provides  
10          ePHI agrees to implement reasonable and appropriate safeguards.

11          C. Report to County any security incident of which Contractor becomes aware that  
12          concerns County ePHI.

13       **7. Term and Termination.**

14          A. Term – this Addendum shall commence upon the Effective Date and terminate  
15          upon the termination of the Underlying Agreement, except as terminated by  
16          County as provided herein.

17          B. Termination for Breach – County may terminate this Addendum, effective  
18          immediately, without cause, if County, in its sole discretion, determines that  
19          Contractor has breached a material provision of this Addendum. Alternatively,  
20          County may choose to provide Contractor with notice of the existence of an  
21          alleged material breach and afford Contractor with an opportunity to cure the  
22          alleged material breach. In the event Contractor fails to cure the breach to the  
23          satisfaction of County in a timely manner, County reserves the right to immediately  
24          terminate this Addendum.

25          C. Effect of Termination – upon termination of this Addendum, for any reason,  
26          Contractor shall return or destroy all PHI and/or ePHI received from the County, or  
27          created or received by Contractor on behalf of County, and, in the event of  
28          destruction, Contractor shall certify such destruction, in writing, to County. This  
29          provision shall apply to all PHI and/or ePHI which is in possession of  
30          subcontractors or agents of Contractor. Contractor shall retain no copies of the  
31          PHI and/or ePHI.

32          D. Destruction not Feasible – in the event that Contractor determines that returning or  
33          destroying the PHI and/or ePHI is not feasible, Contractor shall provide written  
34          notification to County of the conditions which make such return or destruction not  
35          feasible. Upon determination by Contractor that return or destruction of PHI  
36          and/or ePHI is not feasible, Contractor shall extend the protections of this  
37          Addendum to such PHI and/or ePHI and limit further uses and disclosures of such

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
REHABILITITIES, INC.

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

3           8. Hold Harmless/Indemnification

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**REHABILITIES, INC.**

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

4 **9. General Provisions.**

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

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

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

10           NOW THEREFORE, in consideration of the mutual promises, covenants and  
11 conditions hereinafter contained the PARTIES hereto mutually agree as provided on  
12 pages 1 through 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14           **1.0   HIPAA Business Associate Agreement**

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

21    //

22    //

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

23           **2.0 DESCRIPTION OF SERVICES**

24           CONTRACTOR shall provide all services as outlined and specified in  
25 **Exhibit A**, Scope of Services, consisting of 4 pages.

26           **3.0 HOSPITAL REQUEST FOR SERVICES**

27           3.1 COUNTY shall use its best efforts to request registry staff at  
28 least two (2) hours prior to reporting time.

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

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

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

41           3.5 If COUNTY cancels a request for registry staff less than two (2)  
42 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
43 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
44 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

45 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
46 hours of applicable compensation.

47 3.6 COUNTY will charge a late cancellation fee for CONTRACTOR  
48 registry staff equal to four (4) hours of applicable compensation, if any of the  
49 following is violated:

- 50 1. CONTRACTOR staff does not report for work to COUNTY as  
51 scheduled, or
- 52 2. CONTRACTOR cancels a request by COUNTY for a registry  
53 staff less than two (2) hours prior to reporting time and  
54 CONTRACTOR cannot replace that registry staff with an  
55 acceptable substitute, or
- 56 3. CONTRACTOR staff reports to work but does not possess a  
57 current valid license issued by the State of California; he/she  
58 shall be discharged from COUNTY and shall pay the late  
59 cancellation fee.

60 3.7 If a change occurs which results in registry staff no longer being  
61 needed by COUNTY after reporting to work, the registry staff will be discharged from  
62 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
63 minimum of four (4) hours, whichever is greater.

64 3.8 All requests for services or cancellations shall be made by  
65 COUNTY Department Manager or designee.

66 **4.0 PERIOD OF PERFORMANCE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

67           This Agreement shall be effective July 1, 2010 and continue in effect  
68 through June 30, 2011, with the option to renew through the County's annual  
69 amendment process for four-(4) additional fiscal years in one-year increments, unless  
70 terminated as specified in Section 7.0 Termination.

71           **5.0    COMPENSATION**

72           The COUNTY shall pay the CONTRACTOR for services performed and  
73 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule,  
74 consisting of 1 page.

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

82           5.2    No price increases will be permitted during the first year of this  
83 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
84 to another governmental entity) will automatically be extended to the COUNTY. The  
85 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
86 any approved price adjustment. After the first year of the award, a minimum of 30-  
87 days advance notice in writing is required to be considered and approved by

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

88 COUNTY. No retroactive price adjustments will be considered. Any price increases  
89 must be stated in a written amendment to this Agreement.

90           5.3 Said compensation shall be paid in accordance with an invoice  
91 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
92 thirty (30) working days of receipt of the invoice. In accordance with California  
93 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
94 and late charges.

95           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
96 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
97 Avenue, Moreno Valley, CA. 92555.

98           **6.0 ASSURANCES**

99           CONTRACTOR hereby agrees that, where applicable, services  
100 provided hereunder will be performed in harmony with COUNTY policy and  
101 procedure.

102           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
103 with all State and Federal laws and the standards of the Joint Commission.

104           6.2 CONTRACTOR certifies that it is aware of the Occupational  
105 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
106 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
107 and shall comply therewith as to all relative elements under this Agreement.

108           **7.0 TERMINATION**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

109           7.1    COUNTY may terminate this Agreement without cause upon 30  
110 days written notice served upon the CONTRACTOR stating the extent and effective  
111 date of termination.

112           7.2    COUNTY may, upon five (5) days written notice, terminate this  
113 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
114 with the terms of this Agreement or fails to make progress so as to endanger  
115 performance and does not immediately cure such failure. In the event of such  
116 termination, the COUNTY may proceed with the work in any manner deemed proper  
117 by COUNTY.

118           7.3    After receipt of the notice of termination, CONTRACTOR shall:  
119 (a) Stop all work under this Agreement on the date specified in the notice of  
120 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
121 COUNTY any materials, reports or other products which, if the Agreement had been  
122 completed or continued, would have been required to be furnished to COUNTY.

123           7.4    After termination, COUNTY shall make payment only for  
124 CONTRACTOR's performance up to the date of termination in accordance with this  
125 Agreement and at the rates set forth in **Exhibit B**.

126           7.5    CONTRACTOR's rights under this Agreement shall terminate  
127 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
128 or material breach of this Agreement by CONTRACTOR; or in the event of  
129 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

130 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
131 further compensation under this Agreement.

132           7.6 The rights and remedies of COUNTY provided in this section  
133 shall not be exclusive and are in addition to any other rights and remedies provided  
134 by law or this Agreement.

135           **8.0 CONFIDENTIALITY**

136           CONTRACTOR agrees to protect from unauthorized disclosure of  
137 names and other identifying information concerning either persons receiving services  
138 under this Agreement or persons whose names or other identifying information  
139 becomes known to CONTRACTOR as a result of services performed under this  
140 Agreement, except statistical information not identifying any such person.

141           8.1 CONTRACTOR shall not disclose, except as otherwise  
142 specifically permitted by this Agreement or authorized by the client or client's  
143 representative, any such identifying information to anyone other than authorized  
144 COUNTY personnel without prior written authorization from the COUNTY.

145           8.2 For the purpose of this paragraph, "identify" shall include, but not  
146 limited to, name, identifying number, symbol, or other identifying particular assigned  
147 to the individual, such as finger or voiceprint or photograph.

148           **9.0 HOLD HARMLESS/INDEMNIFICATION**

149           CONTRACTOR shall indemnify and hold harmless the County of  
150 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
151 directors, officers, Board of Supervisors, elected and appointed officials, employees,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

152 agents and representatives (individually and collectively hereinafter referred to as  
153 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
154 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
155 arising out of or in any way relating to this Agreement, including but not limited to  
156 property damage, bodily injury, or death or any other element of any kind or nature  
157 whatsoever arising from the performance of CONTRACTOR, its officers, employees,  
158 subcontractors, agents or representatives. Indemnitors from this Agreement.  
159 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
160 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
161 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
162 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
163 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
164 choice and shall have the right to adjust, settle, or compromise any such action or  
165 claim without the prior consent of COUNTY; provided, however, that any such  
166 adjustment, settlement or compromise in no manner whatsoever limits or  
167 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

178           **10.0 INSURANCE**

179           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
180 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
181 maintain or cause to be maintained, at its sole cost and expense, the following  
182 insurance coverage's during the term of this Agreement.

183           10.2 WORKERS' COMPENSATION:

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

191           10.3 COMMERCIAL GENERAL LIABILITY:

192           Commercial General Liability insurance coverage, including but  
193 not limited to, premises liability, contractual liability, products and completed  
194 operations liability, personal and advertising injury, and cross liability coverage,  
195 covering claims which may arise from or out of CONTRACTOR'S performance of its

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

196 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
197 Districts, Special Districts, and Departments, their respective directors, officers,  
198 Board of Supervisors, employees, elected or appointed officials, agents or  
199 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
200 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
201 general aggregate limit, it shall apply separately to this agreement or be no less than  
202 two (2) times the occurrence limit.

203           10.4 VEHICLE LIABILITY:

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

213           10.5 PROFESSIONAL LIABILITY:

214           CONTRACTOR shall maintain Professional Liability Insurance  
215 providing coverage for the CONTRACTOR's performance of work included within this  
216 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
217 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

218 written on a claims made basis rather than an occurrence basis, such insurance shall  
219 continue through the term of this Agreement and CONTRACTOR shall purchase at  
220 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
221 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
222 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
223 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
224 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
225 continue for a period of five (5) years beyond the termination of this Agreement.

226 **10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:**

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

233 B. The CONTRACTOR'S insurance carrier(s) must declare  
234 its insurance deductibles or self-insured retentions. If such deductibles or self-  
235 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
236 retentions shall have the prior written consent of the County Risk Manager before the  
237 commencement of operations under this Agreement. Upon notification of deductibles  
238 or self insured retention's unacceptable to the COUNTY, and at the election of the  
239 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

240 eliminate such deductibles or self-insured retention's as respects this Agreement with  
241 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
242 investigations, claims administration, and defense costs and expenses.

243           C.     CONTRACTOR shall cause CONTRACTOR'S insurance  
244 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
245 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
246 coverage as required herein, or 2) if requested to do so orally or in writing by the  
247 County Risk Manager, provide original Certified copies of policies including all  
248 Endorsements and all attachments thereto, showing such insurance is in full force  
249 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
250 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
251 to the County of Riverside prior to any material modification, cancellation, expiration  
252 or reduction in coverage of such insurance. In the event of a material modification,  
253 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
254 forthwith, unless the County of Riverside receives, prior to such effective date,  
255 another properly executed original Certificate of Insurance and original copies of  
256 endorsements or certified original policies, including all endorsements and  
257 attachments thereto evidencing coverage's set forth herein and the insurance  
258 required herein is in full force and effect. **CONTRACTOR shall not commence**  
259 **operations until the COUNTY has been furnished original Certificate (s) of**  
260 **Insurance and certified original copies of endorsements or policies of**  
261 **insurance including all endorsements and any and all other attachments as**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

262 *required in this Section. An individual authorized by the insurance carrier to*  
263 *do so on its behalf shall sign the original endorsements for each policy and the*  
264 *Certificate of Insurance.*

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

285                   **11.0 AVAILABILITY OF FUNDING**

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

291                   **12.0 RECORDS AND DOCUMENTS**

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

298                   12.1 CONTRACTOR to provide COUNTY with reports and  
299 information relative to this Agreement and in accordance with terms set forth herein,  
300 as may be requested by COUNTY.

301                   **13.0 MONITORING**

302                   CONTRACTOR hereby agrees to establish procedures for self-  
303 monitoring and shall permit an appropriate official of the COUNTY, State or Federal

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

304 government to monitor, access, or evaluate CONTRACTOR'S performance under  
305 this Agreement upon reasonable notice to CONTRACTOR and at any reasonable  
306 time.

307 **14.0 LICENSE**

308 CONTRACTOR shall, through the term of this Agreement, maintain all  
309 licenses necessary for the provision of the services hereunder and required by the  
310 laws and regulations of the United States, the State of California, County of  
311 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
312 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
313 inability shall be cause for termination of this Agreement.

314 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
315 agents, and subcontractors performing services under the terms of this Agreement  
316 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
317 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
318 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
319 such license(s). Said inability shall be cause for termination of this Agreement.

320 14.2 COPY REQUIRED. A copy of each such license, permit,  
321 approval, waiver, exemption, registration, accreditation, and certificate shall be  
322 provided to Contracts Administration.

323 14.3 Further, CONTRACTOR hereby agrees to abide by the  
324 standards of medical practice of the profession when performing services hereunder.

325 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

334           15.1 For the purpose of this Agreement, distinctions on the grounds of  
335 race, religion, color, sex, national origin, age, or physical or mental handicap include  
336 but are not limited to the following:

337           A. Denying an eligible person or providing to an eligible  
338 person any services or benefit which is different, or is provided in a different manner  
339 or at a different time from that provided to other eligible persons under this  
340 Agreement.

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

343           C. Restricting an eligible person differently in any way in the  
344 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
345 or benefit.

346           D. Treating an eligible person differently from others in  
347 determining whether he satisfied any eligibility, membership, or other requirement or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

348 condition which individuals must meet in order to be provided a similar service or  
349 benefit.

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

353 **16.0 CONFLICT OF INTEREST**

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

357 **17.0 ALTERATION**

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

361 17.1 Only the County Board of Supervisors or County Purchasing  
362 Agent may authorize the alteration or revision of this Agreement. The parties  
363 expressly recognize that COUNTY personnel are without authorization to either  
364 change or waive any requirements of this Agreement.

365 **18.0 ASSIGNMENT**

366 CONTRACTOR may not delegate the obligations hereunder, either in  
367 whole or in part, without prior written consent of COUNTY provided, however,  
368 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
369 carried out by means of subcontracts if approved by COUNTY. No subcontract shall

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

370 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
371 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
372 whole or in part, without prior written consent of COUNTY. Any attempted  
373 assignment or delegation in derogation of this paragraph shall be void. A change in  
374 the business structure of CONTRACTOR, including but not limited to, change in the  
375 majority ownership, change in the form of CONTRACTOR'S business organization,  
376 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
377 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
378 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

379 **19.0 ADMINISTRATION**

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

383 **20.0 WAIVER**

384 Any waiver by COUNTY of any breach of any one or more of the terms  
385 of this Agreement shall not be construed to be a waiver of any subsequent or other  
386 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
387 to require exact, full and complete compliance with any terms of this Agreement shall  
388 not be construed as in any manner changing the terms hereof or stopping COUNTY  
389 from enforcement hereof.

390 **21.0 JURISDICTION, VENUE, SEVERABILITY**



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

398           **22.0 INDEPENDENT CONTRACTOR**

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

408           22.1 It is further understood and agreed by the parties hereto that  
409 CONTRACTOR in the performance of its obligation hereunder is subject to the  
410 control or direction of COUNTY merely as to the result to be accomplished by the  
411 services hereunder agreed to be rendered and performed and not as to the means  
412 and methods for accomplishing the results.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

413           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

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

420           **24.0 INTEREST OF CONTRACTOR**

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

428           **25.0 CONDUCT OF CONTRACTOR**

429           25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
430 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
431 be incompatible with any interest of the COUNTY.

432           25.2 The CONTRACTOR shall not, under circumstances, which might  
433 reasonably be interpreted as an attempt to influence the recipient in the conduct of

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

434 his duties, accept any gratuity or special favor from individuals or organizations with  
435 whom the CONTRACTOR is doing business or proposing to do business, in  
436 accomplishing the work under the contract.

437           25.3 The CONTRACTOR shall not use for personal gain or make  
438 other improper use of privileged information, which is acquired in connection with his  
439 contract. In this connection, the term 'privileged information' includes, but is not  
440 limited to, unpublished information relating to technological and scientific  
441 development; medical, personnel, or security records of the individuals; anticipated  
442 materials requirements or pricing actions; and knowledge of selection of  
443 CONTRACTOR or subcontractors in advance of official announcement.

444           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
445 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

446           **26.0 DISALLOWANCE**

447           In the event the CONTRACTOR receives payment for services under  
448 this contract which is later disallowed for nonconformance with the terms and  
449 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
450 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
451 offset the amount disallowed from any payment due to the CONTRACTOR under any  
452 contract with the COUNTY.

453           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

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

457            **28.0 FORCE MAJEURE**

458            28.1 In the event CONTRACTOR is unable to comply with any  
459 provision of this agreement due to causes beyond their control such as acts of God,  
460 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
461 liable to COUNTY for such failure to comply.

462            28.2 In the event COUNTY is unable to comply with any provision of  
463 this agreement due to causes beyond its control relating to acts of God, acts of war,  
464 civil disorders, or other similar acts, COUNTY shall not be held liable to  
465 CONTRACTOR for such failure to comply.

466            **29.0 EDD REPORTING REQUIREMENTS**

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

475 support orders and for no other purposes and will be held confidential by those  
476 agencies. Failure of the contractor to timely submit the data and/or certificates  
477 required may result in contract being awarded to another Contractor. In the event a  
478 contract has been issued, failure of the Contractor to comply with all federal and state  
479 reporting requirements for child support enforcement or to comply with all lawfully  
480 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
481 constitute a material breach of contract. Failure to cure such breach within 60  
482 calendar days of notice from the County shall constitute grounds for termination of  
483 the contract.

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

489           **30.0 ENTIRE AGREEMENT**

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
PREFERRED HEALTHCARE REGISTRY, INC.**

496           **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

497           Captions and paragraph headings used in this Agreement are for  
498 convenience only and are not a part of this Agreement and shall not be used in  
499 construing this Agreement.

500           **32.0 NOTICES**

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

505	<b><u>CONTRACTOR</u></b>	<b><u>COUNTY</u></b>
506	Preferred Healthcare Registry, Inc.	Riverside County Regional Medical Center
507	P.O. Box 17860	26520 Cactus Avenue
508	San Diego, CA 92177	Moreno Valley, CA 92555

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

510	<b>CONTRACTOR</b>	<b>COUNTY</b>
511	<b>Preferred Healthcare Registry, Inc.</b>	
512	By: <u><i>Melanie Reifen</i></u>	By: _____
513		
514		
515	<u>Melanie Reifen</u>	<u>Marion Ashley</u>
516	Type or Print Name	Type or Print Name
517		
518	<u>President</u>	<u>Chairman</u>
519	Type or Print Title	Type or Print Title
520		
521	Date: <u>6/2/10</u>	Date: _____
522		

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* 7/5/10  
NEAL R. KIPNIS DATE

**SCOPE OF SERVICE**  
Rehabilitation Registry Services  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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**1.0** CONTRACTOR shall provide Riverside County Regional Medical Center with temporary staffing for Rehabilitation Therapy services, to include the following:

**2.0 CONTRACTOR THERAPISTS REQUIREMENTS:**

All CONTRACTOR staff must have at a minimum, the following licensure & experience for each classification.

**Physical Therapist (PT):**

Must apply the theory and methods of assessment of function, gross mobility, mobility, gait and treatment techniques on physical rehabilitation underlying the practice of physical therapy

- Must possess a valid (current) license to practice as a Certified Physical Therapist issued by the Physical Therapy Board of California; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Speech-Language Pathologist:**

Must apply the principles and methods of assessment of function and treatment techniques and planning for dysphasia, cognition, speech and language

- Must possess a valid (current) license to practice as a Certified Speech-Language Pathologist issued by the Speech-Language Board of California;
- Must have a Master's degree in speech pathology with clinical competency completion; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Occupational Therapist (OT):**

Must apply the theory and methods of assessment of function and treatment techniques on mental and physical rehabilitation underlying the practices of occupational therapy

- Must possess a valid (current) license to practice as a Certified

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**3.0 CONTRACTOR PERFORMANCE PROVISIONS:**

- A. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.
- C. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. CONTRACTOR certifies that it is aware of the Occupational Safety and health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.
- H. CONTRACTOR therapist must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance.



**SCOPE OF SERVICE**  
Rehabilitation Registry Services  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
  - 1. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
  - 2. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
  - 3. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date
- P. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty.

**SCOPE OF SERVICE**  
Rehabilitation Registry Services  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

FEE SCHEDULE  
 Rehabilitation Registry Services  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Physical Therapist (PT)	\$67.00	\$100.00
Occupational Therapist (OT)	\$65.00	\$97.00
Speech-Language Pathologist	\$78.00	\$117.00

**Holidays:**

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

**Overtime:**

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and  
2 is made part of the Professional Services Agreement (the "Underlying Agreement") between the  
3 County of Riverside ("County") and Preferred Healthcare Registry, 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  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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1        3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

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

13        7. Term and Termination.

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



## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

3 8. Hold Harmless/Indemnification

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**PREFERRED HEALTHCARE REGISTRY, INC.**

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

4 **9. General Provisions.**

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

1        This Agreement is made and entered into by and between the County of  
2 Riverside, a political subdivision of the State of California, through its Medical Center,  
3 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and  
4 Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, hereinafter referred  
5 to as 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 and  
12 conditions hereinafter contained the PARTIES hereto mutually agree as provided on  
13 pages 1 through 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
14 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 of  
18 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 //

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

23           **2.0 DESCRIPTION OF SERVICES**

24           CONTRACTOR shall provide all services as outlined and specified in  
25 **Exhibit A**, Scope of Services, consisting of 4 pages.

26           **3.0 HOSPITAL REQUEST FOR SERVICES**

27           3.1 COUNTY shall use its best efforts to request registry staff at  
28 least two (2) hours prior to reporting time.

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

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

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

41           3.5 If COUNTY cancels a request for registry staff less than two (2)  
42 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
43 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
44 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

45 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
46 hours of applicable compensation.

47           3.6 COUNTY will charge a late cancellation fee for CONTRACTOR  
48 registry staff equal to four (4) hours of applicable compensation, if any of the  
49 following is violated:

- 50           1. CONTRACTOR staff does not report for work to COUNTY as  
51           scheduled, or
- 52           2. CONTRACTOR cancels a request by COUNTY for a registry  
53           staff less than two (2) hours prior to reporting time and  
54           CONTRACTOR cannot replace that registry staff with an  
55           acceptable substitute, or
- 56           3. CONTRACTOR staff reports to work but does not possess a  
57           current valid license issued by the State of California; he/she  
58           shall be discharged from COUNTY and shall pay the late  
59           cancellation fee.

60           3.7 If a change occurs which results in registry staff no longer being  
61 needed by COUNTY after reporting to work, the registry staff will be discharged from  
62 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
63 minimum of four (4) hours, whichever is greater.

64           3.8 All requests for services or cancellations shall be made by  
65 COUNTY Department Manager or designee.

66           **4.0 PERIOD OF PERFORMANCE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

67           This Agreement shall be effective July 1, 2010 and continue in effect  
68 through June 30, 2011, with the option to renew through the County's annual  
69 amendment process for four-(4) additional fiscal years in one-year increments, unless  
70 terminated as specified in Section 7.0 Termination.

71           **5.0    COMPENSATION**

72           The COUNTY shall pay the CONTRACTOR for services performed and  
73 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule,  
74 consisting of 1 page.

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

82           5.2    No price increases will be permitted during the first year of this  
83 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices  
84 to another governmental entity) will automatically be extended to the COUNTY. The  
85 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to  
86 any approved price adjustment. After the first year of the award, a minimum of 30-  
87 days advance notice in writing is required to be considered and approved by

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

88 COUNTY. No retroactive price adjustments will be considered. Any price increases  
89 must be stated in a written amendment to this Agreement.

90           5.3 Said compensation shall be paid in accordance with an invoice  
91 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
92 thirty (30) working days of receipt of the invoice. In accordance with California  
93 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
94 and late charges.

95           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
96 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
97 Avenue, Moreno Valley, CA. 92555.

98           **6.0 ASSURANCES**

99           CONTRACTOR hereby agrees that, where applicable, services  
100 provided hereunder will be performed in harmony with COUNTY policy and  
101 procedure.

102           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
103 with all State and Federal laws and the standards of the Joint Commission.

104           6.2 CONTRACTOR certifies that it is aware of the Occupational  
105 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
106 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
107 and shall comply therewith as to all relative elements under this Agreement.

108           **7.0 TERMINATION**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

109           7.1    COUNTY may terminate this Agreement without cause upon 30  
110 days written notice served upon the CONTRACTOR stating the extent and effective  
111 date of termination.

112           7.2    COUNTY may, upon five (5) days written notice, terminate this  
113 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
114 with the terms of this Agreement or fails to make progress so as to endanger  
115 performance and does not immediately cure such failure. In the event of such  
116 termination, the COUNTY may proceed with the work in any manner deemed proper  
117 by COUNTY.

118           7.3    After receipt of the notice of termination, CONTRACTOR shall:  
119 (a) Stop all work under this Agreement on the date specified in the notice of  
120 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
121 COUNTY any materials, reports or other products which, if the Agreement had been  
122 completed or continued, would have been required to be furnished to COUNTY.

123           7.4    After termination, COUNTY shall make payment only for  
124 CONTRACTOR's performance up to the date of termination in accordance with this  
125 Agreement and at the rates set forth in **Exhibit B**.

126           7.5    CONTRACTOR's rights under this Agreement shall terminate  
127 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
128 or material breach of this Agreement by CONTRACTOR; or in the event of  
129 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

130 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
131 further compensation under this Agreement.

132           7.6 The rights and remedies of COUNTY provided in this section  
133 shall not be exclusive and are in addition to any other rights and remedies provided  
134 by law or this Agreement.

135           **8.0 CONFIDENTIALITY**

136           CONTRACTOR agrees to protect from unauthorized disclosure of  
137 names and other identifying information concerning either persons receiving services  
138 under this Agreement or persons whose names or other identifying information  
139 becomes known to CONTRACTOR as a result of services performed under this  
140 Agreement, except statistical information not identifying any such person.

141           8.1 CONTRACTOR shall not disclose, except as otherwise  
142 specifically permitted by this Agreement or authorized by the client or client's  
143 representative, any such identifying information to anyone other than authorized  
144 COUNTY personnel without prior written authorization from the COUNTY.

145           8.2 For the purpose of this paragraph, "identify" shall include, but not  
146 limited to, name, identifying number, symbol, or other identifying particular assigned  
147 to the individual, such as finger or voiceprint or photograph.

148           **9.0 HOLD HARMLESS/INDEMNIFICATION**

149           CONTRACTOR shall indemnify and hold harmless the County of  
150 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
151 directors, officers, Board of Supervisors, elected and appointed officials, employees,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

152 agents and representatives (individually and collectively hereinafter referred to as  
153 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
154 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
155 arising out of or in any way relating to this Agreement, including but not limited to  
156 property damage, bodily injury, or death or any other element of any kind or nature  
157 whatsoever arising from the performance of CONTRACTOR, its officers, employees,  
158 subcontractors, agents or representatives Indemnitors from this Agreement.  
159 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
160 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
161 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
162 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
163 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
164 choice and shall have the right to adjust, settle, or compromise any such action or  
165 claim without the prior consent of COUNTY; provided, however, that any such  
166 adjustment, settlement or compromise in no manner whatsoever limits or  
167 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

178           **10.0 INSURANCE**

179           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
180 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
181 maintain or cause to be maintained, at its sole cost and expense, the following  
182 insurance coverage's during the term of this Agreement.

183           10.2 WORKERS' COMPENSATION:

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

191           10.3 COMMERCIAL GENERAL LIABILITY:

192           Commercial General Liability insurance coverage, including but  
193 not limited to, premises liability, contractual liability, products and completed  
194 operations liability, personal and advertising injury, and cross liability coverage,  
195 covering claims which may arise from or out of CONTRACTOR'S performance of its

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

196 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
197 Districts, Special Districts, and Departments, their respective directors, officers,  
198 Board of Supervisors, employees, elected or appointed officials, agents or  
199 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
200 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
201 general aggregate limit, it shall apply separately to this agreement or be no less than  
202 two (2) times the occurrence limit.

203           10.4 VEHICLE LIABILITY:

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

213           10.5 PROFESSIONAL LIABILITY:

214           CONTRACTOR shall maintain Professional Liability Insurance  
215 providing coverage for the CONTRACTOR's performance of work included within this  
216 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
217 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

218 written on a claims made basis rather than an occurrence basis, such insurance shall  
219 continue through the term of this Agreement and CONTRACTOR shall purchase at  
220 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
221 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
222 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
223 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
224 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
225 continue for a period of five (5) years beyond the termination of this Agreement.

226           10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

233           B. The CONTRACTOR'S insurance carrier(s) must declare  
234 its insurance deductibles or self-insured retentions. If such deductibles or self-  
235 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
236 retentions shall have the prior written consent of the County Risk Manager before the  
237 commencement of operations under this Agreement. Upon notification of deductibles  
238 or self insured retention's unacceptable to the COUNTY, and at the election of the  
239 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

240 eliminate such deductibles or self-insured retention's as respects this Agreement with  
241 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
242 investigations, claims administration, and defense costs and expenses.

243           C.     CONTRACTOR shall cause CONTRACTOR'S insurance  
244 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
245 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
246 coverage as required herein, or 2) if requested to do so orally or in writing by the  
247 County Risk Manager, provide original Certified copies of policies including all  
248 Endorsements and all attachments thereto, showing such insurance is in full force  
249 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
250 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
251 to the County of Riverside prior to any material modification, cancellation, expiration  
252 or reduction in coverage of such insurance. In the event of a material modification,  
253 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
254 forthwith, unless the County of Riverside receives, prior to such effective date,  
255 another properly executed original Certificate of Insurance and original copies of  
256 endorsements or certified original policies, including all endorsements and  
257 attachments thereto evidencing coverage's set forth herein and the insurance  
258 required herein is in full force and effect. **CONTRACTOR shall not commence**  
259 **operations until the COUNTY has been furnished original Certificate (s) of**  
260 **Insurance and certified original copies of endorsements or policies of**  
261 **insurance including all endorsements and any and all other attachments as**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

262 ***required in this Section. An individual authorized by the insurance carrier to***  
263 ***do so on its behalf shall sign the original endorsements for each policy and the***  
264 ***Certificate of Insurance.***

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

285                   **11.0 AVAILABILITY OF FUNDING**

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

291                   **12.0 RECORDS AND DOCUMENTS**

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

298                   12.1 CONTRACTOR to provide COUNTY with reports and  
299 information relative to this Agreement and in accordance with terms set forth herein,  
300 as may be requested by COUNTY.

301                   **13.0 MONITORING**

302                   CONTRACTOR hereby agrees to establish procedures for self-  
303 monitoring and shall permit an appropriate official of the COUNTY, State or Federal



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

304 government to monitor, access, or evaluate CONTRACTOR'S performance under  
305 this Agreement upon reasonable notice to CONTRACTOR and at any reasonable  
306 time.

307 **14.0 LICENSE**

308 CONTRACTOR shall, through the term of this Agreement, maintain all  
309 licenses necessary for the provision of the services hereunder and required by the  
310 laws and regulations of the United States, the State of California, County of  
311 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
312 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
313 inability shall be cause for termination of this Agreement.

314 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
315 agents, and subcontractors performing services under the terms of this Agreement  
316 are in compliance with all relative licensing requirements. CONTRACTOR hereby  
317 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
318 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
319 such license(s). Said inability shall be cause for termination of this Agreement.

320 14.2 COPY REQUIRED. A copy of each such license, permit,  
321 approval, waiver, exemption, registration, accreditation, and certificate shall be  
322 provided to Contracts Administration.

323 14.3 Further, CONTRACTOR hereby agrees to abide by the  
324 standards of medical practice of the profession when performing services hereunder.

325 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

334           15.1 For the purpose of this Agreement, distinctions on the grounds of  
335 race, religion, color, sex, national origin, age, or physical or mental handicap include  
336 but at not limited to the following:

337           A. Denying an eligible person or providing to an eligible  
338 person any services or benefit which is different, or is provided in a different manner  
339 or at a different time from that provided to other eligible persons under this  
340 Agreement.

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

343           C. Restricting an eligible person differently in any way in the  
344 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
345 or benefit.

346           D. Treating an eligible person differently from others in  
347 determining whether he satisfied any eligibility, membership, or other requirement or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

348 condition which individuals must meet in order to be provided a similar service or  
349 benefit.

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

353           **16.0 CONFLICT OF INTEREST**

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

357           **17.0 ALTERATION**

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

361           17.1 Only the County Board of Supervisors or County Purchasing  
362 Agent may authorize the alteration or revision of this Agreement. The parties  
363 expressly recognize that COUNTY personnel are without authorization to either  
364 change or waive any requirements of this Agreement.

365           **18.0 ASSIGNMENT**

366           CONTRACTOR may not delegate the obligations hereunder, either in  
367 whole or in part, without prior written consent of COUNTY provided, however,  
368 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
369 carried out by means of subcontracts if approved by COUNTY. No subcontract shall

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

370 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
371 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
372 whole or in part, without prior written consent of COUNTY. Any attempted  
373 assignment or delegation in derogation of this paragraph shall be void. A change in  
374 the business structure of CONTRACTOR, including but not limited to, change in the  
375 majority ownership, change in the form of CONTRACTOR'S business organization,  
376 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
377 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
378 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

379 **19.0 ADMINISTRATION**

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

383 **20.0 WAIVER**

384 Any waiver by COUNTY of any breach of any one or more of the terms  
385 of this Agreement shall not be construed to be a waiver of any subsequent or other  
386 breach of the same or of any other term thereof. Failure on the part of the COUNTY  
387 to require exact, full and complete compliance with any terms of this Agreement shall  
388 not be construed as in any manner changing the terms hereof or stopping COUNTY  
389 from enforcement hereof.

390 **21.0 JURISDICTION, VENUE, SEVERABILITY**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

398           **22.0 INDEPENDENT CONTRACTOR**

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

408           22.1 It is further understood and agreed by the parties hereto that  
409 CONTRACTOR in the performance of its obligation hereunder is subject to the  
410 control or direction of COUNTY merely as to the result to be accomplished by the  
411 services hereunder agreed to be rendered and performed and not as to the means  
412 and methods for accomplishing the results.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

413           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

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

420           **24.0 INTEREST OF CONTRACTOR**

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

428           **25.0 CONDUCT OF CONTRACTOR**

429           25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
430 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
431 be incompatible with any interest of the COUNTY.

432           25.2 The CONTRACTOR shall not, under circumstances, which might  
433 reasonably be interpreted as an attempt to influence the recipient in the conduct of

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

434 his duties, accept any gratuity or special favor from individuals or organizations with  
435 whom the CONTRACTOR is doing business or proposing to do business, in  
436 accomplishing the work under the contract.

437           25.3 The CONTRACTOR shall not use for personal gain or make  
438 other improper use of privileged information, which is acquired in connection with his  
439 contract. In this connection, the term 'privileged information' includes, but is not  
440 limited to, unpublished information relating to technological and scientific  
441 development; medical, personnel, or security records of the individuals; anticipated  
442 materials requirements or pricing actions; and knowledge of selection of  
443 CONTRACTOR or subcontractors in advance of official announcement.

444           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
445 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

446           **26.0 DISALLOWANCE**

447           In the event the CONTRACTOR receives payment for services under  
448 this contract which is later disallowed for nonconformance with the terms and  
449 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
450 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
451 offset the amount disallowed from any payment due to the CONTRACTOR under any  
452 contract with the COUNTY.

453           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

457            **28.0 FORCE MAJEURE**

458            28.1 In the event CONTRACTOR is unable to comply with any  
459 provision of this agreement due to causes beyond their control such as acts of God,  
460 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
461 liable to COUNTY for such failure to comply.

462            28.2 In the event COUNTY is unable to comply with any provision of  
463 this agreement due to causes beyond its control relating to acts of God, acts of war,  
464 civil disorders, or other similar acts, COUNTY shall not be held liable to  
465 CONTRACTOR for such failure to comply.

466            **29.0 EDD REPORTING REQUIREMENTS**

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

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



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

475 support orders and for no other purposes and will be held confidential by those  
476 agencies. Failure of the contractor to timely submit the data and/or certificates  
477 required may result in contract being awarded to another Contractor. In the event a  
478 contract has been issued, failure of the Contractor to comply with all federal and state  
479 reporting requirements for child support enforcement or to comply with all lawfully  
480 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
481 constitute a material breach of contract. Failure to cure such breach within 60  
482 calendar days of notice from the County shall constitute grounds for termination of  
483 the contract.

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

489           **30.0 ENTIRE AGREEMENT**

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



**SCOPE OF SERVICE**  
**Rehabilitation Registry Services**  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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**1.0** CONTRACTOR shall provide Riverside County Regional Medical Center with temporary staffing for Rehabilitation Therapy services, to include the following:

**2.0 CONTRACTOR THERAPISTS REQUIREMENTS:**

All CONTRACTOR staff must have at a minimum, the following licensure & experience for each classification.

**Physical Therapist (PT):**

Must apply the theory and methods of assessment of function, gross mobility, mobility, gait and treatment techniques on physical rehabilitation underlying the practice of physical therapy

- Must possess a valid (current) license to practice as a Certified Physical Therapist issued by the Physical Therapy Board of California; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Speech-Language Pathologist:**

Must apply the principles and methods of assessment of function and treatment techniques and planning for dysphasia, cognition, speech and language

- Must possess a valid (current) license to practice as a Certified Speech-Language Pathologist issued by the Speech-Language Board of California;
- Must have a Master's degree in speech pathology with clinical competency completion; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Occupational Therapist (OT):**

Must apply the theory and methods of assessment of function and treatment techniques on mental and physical rehabilitation underlying the practices of occupational therapy

- Must possess a valid (current) license to practice as a Certified

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**3.0 CONTRACTOR PERFORMANCE PROVISIONS:**

- A. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.
- C. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. CONTRACTOR certifies that it is aware of the Occupational Safety and health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.
- H. CONTRACTOR therapist must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance.

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
  - 1. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
  - 2. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
  - 3. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date
- P. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty.

**SCOPE OF SERVICE**  
**Rehabilitation Registry Services**  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

FEE SCHEDULE  
 Rehabilitation Registry Services  
**MAXIM HEALTHCARE SERVICES D/B/A/ MAXIM STAFFING SOLUTIONS**

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All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Physical Therapist (PT)	\$67.00	\$100.00
Occupational Therapist (OT)	\$65.00	\$97.00
Speech-Language Pathologist	\$78.00	\$117.00

**Holidays:**

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

**Overtime:**

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and  
2 is made part of the Professional Services Agreement (the "Underlying Agreement") between the  
3 County of Riverside ("County") and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing**  
4 **Solutions** ("Contractor") as of the 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  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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1           3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

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

13    **7. Term and Termination.**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

3 **8. Hold Harmless/Indemnification**

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS**

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

4 **9. General Provisions.**

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

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

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

10           NOW THEREFORE, in consideration of the mutual promises, covenants and  
11 conditions hereinafter contained the PARTIES hereto mutually agree as provided on  
12 pages 1 through 24, Exhibit A, Exhibit B and Attachment A, attached hereto and  
13 incorporated herein.

14           **1.0 HIPAA Business Associate Agreement**

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

21    //

22    //

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

23           **2.0 DESCRIPTION OF SERVICES**

24           CONTRACTOR shall provide all services as outlined and specified in  
25 **Exhibit A**, Scope of Services, consisting of 4 pages.

26           **3.0 HOSPITAL REQUEST FOR SERVICES**

27           3.1 COUNTY shall use its best efforts to request registry staff at  
28 least two (2) hours prior to reporting time.

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

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

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

40           3.5 If COUNTY cancels a request for registry staff less than two (2)  
41 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that  
42 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a  
43 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

44 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)  
45 hours of applicable compensation.

46           3.6 COUNTY will charge a late cancellation fee for CONTRACTOR  
47 registry staff equal to four (4) hours of applicable compensation, if any of the  
48 following is violated:

- 49           1. CONTRACTOR staff does not report for work to COUNTY as  
50           scheduled, or
- 51           2. CONTRACTOR cancels a request by COUNTY for a registry  
52           staff less than two (2) hours prior to reporting time and  
53           CONTRACTOR cannot replace that registry staff with an  
54           acceptable substitute, or
- 55           3. CONTRACTOR staff reports to work but does not possess a  
56           current valid license issued by the State of California; he/she  
57           shall be discharged from COUNTY and shall pay the late  
58           cancellation fee.

59           3.7 If a change occurs which results in registry staff no longer being  
60 needed by COUNTY after reporting to work, the registry staff will be discharged from  
61 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a  
62 minimum of four (4) hours, whichever is greater.

63           3.8 All requests for services or cancellations shall be made by  
64 COUNTY Department Manager or designee.

65           **4.0 PERIOD OF PERFORMANCE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

66           This Agreement shall be effective July 1, 2010 and continue in effect  
67 through June 30, 2011, with the option to renew through the County's annual  
68 amendment process for four-(4) additional fiscal years in one-year increments, unless  
69 terminated as specified in Section 7.0 Termination.

70           **5.0    COMPENSATION**

71           The COUNTY shall pay the CONTRACTOR for services performed and  
72 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule,  
73 consisting of 1 page.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

87 COUNTY. No retroactive price adjustments will be considered. Any price increases  
88 must be stated in a written amendment to this Agreement.

89           5.3 Said compensation shall be paid in accordance with an invoice  
90 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
91 thirty (30) working days of receipt of the invoice. In accordance with California  
92 Government Code Section 926.10, COUNTY is not allowed to pay excess interest  
93 and late charges.

94           5.4 All invoices submitted by CONTRACTOR shall be addressed to,  
95 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
96 Avenue, Moreno Valley, CA. 92555.

97           **6.0 ASSURANCES**

98           CONTRACTOR hereby agrees that, where applicable, services  
99 provided hereunder will be performed in harmony with COUNTY policy and  
100 procedure.

101           6.1 CONTRACTOR warrants that it is, and will remain, in compliance  
102 with all State and Federal laws and the standards of the Joint Commission.

103           6.2 CONTRACTOR certifies that it is aware of the Occupational  
104 Safety and Health Administration (OSHA) regulations of the U.S. Department of  
105 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,  
106 and shall comply therewith as to all relative elements under this Agreement.

107           **7.0 TERMINATION**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

108           7.1    COUNTY may terminate this Agreement without cause upon 30  
109 days written notice served upon the CONTRACTOR stating the extent and effective  
110 date of termination.

111           7.2    COUNTY may, upon five (5) days written notice, terminate this  
112 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply  
113 with the terms of this Agreement or fails to make progress so as to endanger  
114 performance and does not immediately cure such failure. In the event of such  
115 termination, the COUNTY may proceed with the work in any manner deemed proper  
116 by COUNTY.

117           7.3    After receipt of the notice of termination, CONTRACTOR shall:  
118 (a) Stop all work under this Agreement on the date specified in the notice of  
119 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
120 COUNTY any materials, reports or other products which, if the Agreement had been  
121 completed or continued, would have been required to be furnished to COUNTY.

122           7.4    After termination, COUNTY shall make payment only for  
123 CONTRACTOR's performance up to the date of termination in accordance with this  
124 Agreement and at the rates set forth in **Exhibit B**.

125           7.5    CONTRACTOR's rights under this Agreement shall terminate  
126 (except for fees accrued prior to the date of termination) upon dishonesty or a willful  
127 or material breach of this Agreement by CONTRACTOR; or in the event of  
128 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

129 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any  
130 further compensation under this Agreement.

131           7.6 The rights and remedies of COUNTY provided in this section  
132 shall not be exclusive and are in addition to any other rights and remedies provided  
133 by law or this Agreement.

134           **8.0 CONFIDENTIALITY**

135           CONTRACTOR agrees to protect from unauthorized disclosure of  
136 names and other identifying information concerning either persons receiving services  
137 under this Agreement or persons whose names or other identifying information  
138 becomes known to CONTRACTOR as a result of services performed under this  
139 Agreement, except statistical information not identifying any such person.

140           8.1 CONTRACTOR shall not disclose, except as otherwise  
141 specifically permitted by this Agreement or authorized by the client or client's  
142 representative, any such identifying information to anyone other than authorized  
143 COUNTY personnel without prior written authorization from the COUNTY.

144           8.2 For the purpose of this paragraph, "identify" shall include, but not  
145 limited to, name, identifying number, symbol, or other identifying particular assigned  
146 to the individual, such as finger or voiceprint or photograph.

147           **9.0 HOLD HARMLESS/INDEMNIFICATION**

148           CONTRACTOR shall indemnify and hold harmless the County of  
149 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
150 directors, officers, Board of Supervisors, elected and appointed officials, employees,

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

151 agents and representatives (individually and collectively hereinafter referred to as  
152 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
153 CONTRACTOR, its officers, employees, subcontractors, agents or representatives  
154 arising out of or in any way relating to this Agreement, including but not limited to  
155 property damage, bodily injury, or death or any other element of any kind or nature  
156 whatsoever arising from the performance of CONTRACTOR, its officers, employees,  
157 subcontractors, agents or representatives Indemnitors from this Agreement.  
158 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not  
159 limited, to attorney fees, cost of investigation, defense and settlements or awards, the  
160 Indemnitees in any claim or action based upon such alleged acts or omissions. With  
161 respect to any action or claim subject to indemnification herein by CONTRACTOR,  
162 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own  
163 choice and shall have the right to adjust, settle, or compromise any such action or  
164 claim without the prior consent of COUNTY; provided, however, that any such  
165 adjustment, settlement or compromise in no manner whatsoever limits or  
166 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

177           **10.0 INSURANCE**

178           10.1 Without limiting or diminishing the CONTRACTOR'S obligation to  
179 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and  
180 maintain or cause to be maintained, at its sole cost and expense, the following  
181 insurance coverage's during the term of this Agreement.

182           10.2 WORKERS' COMPENSATION:

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

190           10.3 COMMERCIAL GENERAL LIABILITY:

191           Commercial General Liability insurance coverage, including but  
192 not limited to, premises liability, contractual liability, products and completed  
193 operations liability, personal and advertising injury, and cross liability coverage,  
194 covering claims which may arise from or out of CONTRACTOR'S performance of its

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

195 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
196 Districts, Special Districts, and Departments, their respective directors, officers,  
197 Board of Supervisors, employees, elected or appointed officials, agents or  
198 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
199 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
200 general aggregate limit, it shall apply separately to this agreement or be no less than  
201 two (2) times the occurrence limit.

202                   10.4 VEHICLE LIABILITY:

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

212                   10.5 PROFESSIONAL LIABILITY:

213                   CONTRACTOR shall maintain Professional Liability Insurance  
214 providing coverage for the CONTRACTOR's performance of work included within this  
215 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
216 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

217 written on a *claims made basis* rather than an *occurrence basis*, such insurance shall  
218 continue through the term of this Agreement and CONTRACTOR shall purchase at  
219 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
220 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
221 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
222 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
223 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
224 continue for a period of five (5) years beyond the termination of this Agreement.

225           10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

232           B. The CONTRACTOR'S insurance carrier(s) must declare  
233 its insurance deductibles or self-insured retentions. If such deductibles or self-  
234 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
235 retentions shall have the prior written consent of the County Risk Manager before the  
236 commencement of operations under this Agreement. Upon notification of deductibles  
237 or self insured retention's unacceptable to the COUNTY, and at the election of the  
238 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

239 eliminate such deductibles or self-insured retention's as respects this Agreement with  
240 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
241 investigations, claims administration, and defense costs and expenses.

242           C.     CONTRACTOR shall cause CONTRACTOR'S insurance  
243 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
244 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
245 coverage as required herein, or 2) if requested to do so orally or in writing by the  
246 County Risk Manager, provide original Certified copies of policies including all  
247 Endorsements and all attachments thereto, showing such insurance is in full force  
248 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
249 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
250 to the County of Riverside prior to any material modification, cancellation, expiration  
251 or reduction in coverage of such insurance. In the event of a material modification,  
252 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
253 forthwith, unless the County of Riverside receives, prior to such effective date,  
254 another properly executed original Certificate of Insurance and original copies of  
255 endorsements or certified original policies, including all endorsements and  
256 attachments thereto evidencing coverage's set forth herein and the insurance  
257 required herein is in full force and effect. **CONTRACTOR shall not commence**  
258 **operations until the COUNTY has been furnished original Certificate (s) of**  
259 **Insurance and certified original copies of endorsements or policies of**  
260 **insurance including all endorsements and any and all other attachments as**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

261 *required in this Section. An individual authorized by the insurance carrier to*  
262 *do so on its behalf shall sign the original endorsements for each policy and the*  
263 *Certificate of Insurance.*

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

284                   **11.0 AVAILABILITY OF FUNDING**

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

290                   **12.0 RECORDS AND DOCUMENTS**

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

297                   12.1 CONTRACTOR to provide COUNTY with reports and  
298 information relative to this Agreement and in accordance with terms set forth herein,  
299 as may be requested by COUNTY.

300                   **13.0 MONITORING**

301                   CONTRACTOR hereby agrees to establish procedures for self-  
302 monitoring and shall permit an appropriate official of the COUNTY, State or Federal

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

303 government to monitor, access, or evaluate CONTRACTOR'S performance under  
304 this Agreement upon reasonable notice to CONTRACTOR and at any reasonable  
305 time.

306 **14.0 LICENSE**

307 CONTRACTOR shall, through the term of this Agreement, maintain all  
308 licenses necessary for the provision of the services hereunder and required by the  
309 laws and regulations of the United States, the State of California, County of  
310 Riverside, and all other governmental agencies. CONTRACTOR shall notify  
311 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said  
312 inability shall be cause for termination of this Agreement.

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

319 14.2 COPY REQUIRED. A copy of each such license, permit,  
320 approval, waiver, exemption, registration, accreditation, and certificate shall be  
321 provided to Contracts Administration.

322 14.3 Further, CONTRACTOR hereby agrees to abide by the  
323 standards of medical practice of the profession when performing services hereunder.

324 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

333           15.1 For the purpose of this Agreement, distinctions on the grounds of  
334 race, religion, color, sex, national origin, age, or physical or mental handicap include  
335 but at not limited to the following:

336           A. Denying an eligible person or providing to an eligible  
337 person any services or benefit which is different, or is provided in a different manner  
338 or at a different time from that provided to other eligible persons under this  
339 Agreement.

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

342           C. Restricting an eligible person differently in any way in the  
343 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
344 or benefit.

345           D. Treating an eligible person differently from others in  
346 determining whether he satisfied any eligibility, membership, or other requirement or

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

347 condition which individuals must meet in order to be provided a similar service or  
348 benefit.

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

352 **16.0 CONFLICT OF INTEREST**

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

356 **17.0 ALTERATION**

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

360 17.1 Only the County Board of Supervisors or County Purchasing  
361 Agent may authorize the alteration or revision of this Agreement. The parties  
362 expressly recognize that COUNTY personnel are without authorization to either  
363 change or waive any requirements of this Agreement.

364 **18.0 ASSIGNMENT**

365 CONTRACTOR may not delegate the obligations hereunder, either in  
366 whole or in part, without prior written consent of COUNTY provided, however,  
367 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
368 carried out by means of subcontracts if approved by COUNTY. No subcontract shall

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

369 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
370 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
371 whole or in part, without prior written consent of COUNTY. Any attempted  
372 assignment or delegation in derogation of this paragraph shall be void. A change in  
373 the business structure of CONTRACTOR, including but not limited to, change in the  
374 majority ownership, change in the form of CONTRACTOR'S business organization,  
375 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
376 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
377 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

378 **19.0 ADMINISTRATION**

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

382 **20.0 WAIVER**

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

389 **21.0 JURISDICTION, VENUE, SEVERABILITY**



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

397           **22.0 INDEPENDENT CONTRACTOR**

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

407           22.1 It is further understood and agreed by the parties hereto that  
408 CONTRACTOR in the performance of its obligation hereunder is subject to the  
409 control or direction of COUNTY merely as to the result to be accomplished by the  
410 services hereunder agreed to be rendered and performed and not as to the means  
411 and methods for accomplishing the results.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

412           **23.0 SUBCONTRACT FOR WORK OR SERVICES**

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

419           **24.0 INTEREST OF CONTRACTOR**

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

427           **25.0 CONDUCT OF CONTRACTOR**

428           25.1 The CONTRACTOR agrees to inform the COUNTY of all the  
429 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
430 be incompatible with any interest of the COUNTY.

431           25.2 The CONTRACTOR shall not, under circumstances, which might  
432 reasonably be interpreted as an attempt to influence the recipient in the conduct of

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

433 his duties, accept any gratuity or special favor from individuals or organizations with  
434 whom the CONTRACTOR is doing business or proposing to do business, in  
435 accomplishing the work under the contract.

436           25.3 The CONTRACTOR shall not use for personal gain or make  
437 other improper use of privileged information, which is acquired in connection with his  
438 contract. In this connection, the term 'privileged information' includes, but is not  
439 limited to, unpublished information relating to technological and scientific  
440 development; medical, personnel, or security records of the individuals; anticipated  
441 materials requirements or pricing actions; and knowledge of selection of  
442 CONTRACTOR or subcontractors in advance of official announcement.

443           25.4 The CONTRACTOR or employees thereof shall not offer gifts,  
444 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

445           **26.0 DISALLOWANCE**

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

452           **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

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

456            **28.0 FORCE MAJEURE**

457            28.1 In the event CONTRACTOR is unable to comply with any  
458 provision of this agreement due to causes beyond their control such as acts of God,  
459 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
460 liable to COUNTY for such failure to comply.

461            28.2 In the event COUNTY is unable to comply with any provision of  
462 this agreement due to causes beyond its control relating to acts of God, acts of war,  
463 civil disorders, or other similar acts, COUNTY shall not be held liable to  
464 CONTRACTOR for such failure to comply.

465            **29.0 EDD REPORTING REQUIREMENTS**

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND  
MEDICAL STAFFING NETWORK, INC.**

474 support orders and for no other purposes and will be held confidential by those  
475 agencies. Failure of the contractor to timely submit the data and/or certificates  
476 required may result in contract being awarded to another Contractor. In the event a  
477 contract has been issued, failure of the Contractor to comply with all federal and state  
478 reporting requirements for child support enforcement or to comply with all lawfully  
479 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
480 constitute a material breach of contract. Failure to cure such breach within 60  
481 calendar days of notice from the County shall constitute grounds for termination of  
482 the contract.

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

488           **30.0 ENTIRE AGREEMENT**

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



**SCOPE OF SERVICE  
Rehabilitation Registry Services  
MEDICAL STAFFING NETWORK, INC.**

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**1.0** CONTRACTOR shall provide Riverside County Regional Medical Center with temporary staffing for Rehabilitation Therapy services, to include the following:

**2.0 CONTRACTOR THERAPISTS REQUIREMENTS:**

All CONTRACTOR staff must have at a minimum, the following licensure & experience for each classification.

**Physical Therapist (PT):**

Must apply the theory and methods of assessment of function, gross mobility, mobility, gait and treatment techniques on physical rehabilitation underlying the practice of physical therapy

- Must possess a valid (current) license to practice as a Certified Physical Therapist issued by the Physical Therapy Board of California; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Speech-Language Pathologist:**

Must apply the principles and methods of assessment of function and treatment techniques and planning for dysphasia, cognition, speech and language

- Must possess a valid (current) license to practice as a Certified Speech-Language Pathologist issued by the Speech-Language Board of California;
- Must have a Master's degree in speech pathology with clinical competency completion; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**Occupational Therapist (OT):**

Must apply the theory and methods of assessment of function and treatment techniques on mental and physical rehabilitation underlying the practices of occupational therapy

- Must possess a valid (current) license to practice as a Certified

SCOPE OF SERVICE  
Rehabilitation Registry Services  
**MEDICAL STAFFING NETWORK, INC.**

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Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

**3.0 CONTRACTOR PERFORMANCE PROVISIONS:**

- A. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.
- C. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. CONTRACTOR certifies that it is aware of the Occupational Safety and health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.
- H. CONTRACTOR therapist must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance.



**SCOPE OF SERVICE**  
**Rehabilitation Registry Services**  
**MEDICAL STAFFING NETWORK, INC.**

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All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
  - 1. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
  - 2. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
  - 3. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date
- P. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty.

**SCOPE OF SERVICE**  
Rehabilitation Registry Services  
**MEDICAL STAFFING NETWORK, INC.**

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

FEE SCHEDULE  
Rehabilitation Registry Services  
MEDICAL STAFFING NETWORK, INC.

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Physical Therapist (PT)	\$67.00	\$100.00
Occupational Therapist (OT)	\$65.00	\$97.00
Speech-Language Pathologist	\$78.00	\$117.00

**Holidays:**

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

**Overtime:**

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and  
2 is made part of the Professional Services Agreement (the "Underlying Agreement") between the  
3 County of Riverside ("County") and **Medical Staffing Network, Inc.** ("Contractor") as of the date  
4 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  
**MEDICAL STAFFING NETWORK, INC.**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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1           3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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

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

13      7. Term and Termination.

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



## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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

3 8. Hold Harmless/Indemnification

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

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

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MEDICAL STAFFING NETWORK, INC.**

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

4 **9. General Provisions.**

- 5 A. Amendment – the parties agree to take such action as is necessary to amend this  
6 Addendum from time to time as is necessary for County to comply with the Privacy  
7 Rule, Security Rule, and HIPAA generally.
- 8 B. Survival – the respective rights and obligations of this Addendum shall survive the  
9 termination or expiration of this Addendum.
- 10 C. Regulatory References – a reference in this Addendum to a section in the Privacy  
11 Rule and/or Security Rule means the section(s) as in effect or as amended.
- 12 D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall  
13 be resolved to permit County to comply with the Privacy Rule, Security Rule, and  
14 HIPAA generally.
- 15 E. Interpretation of Addendum – this Addendum shall be construed to be a part of the  
16 Underlying Agreement as one document. The purpose is to supplement the  
17 Underlying Agreement to include the requirements of HIPAA.



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**TO: Mr. Marion Ashley, Chairman**

**FROM: Medical Staffing Network, Inc. ("MSN")**

**RE: Professional Services Agreement**

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**Section 10.6 (b)**

As stated in the proposal submitted by MSN, please note that MSN's self-insured retention / deductible is \$1,000,000.00. Should MSN be awarded a contract from this Request for Qualification, we would respectfully request written consent from the County of Riverside prior to the commencement of operations under the Agreement.