

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



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**

August 10, 2010

**SUBJECT:** Professional Services Multi-Year Agreement between DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc. and Riverside County Regional Medical Center (RCRMC)

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

- 1) Ratify and authorize the Chairman of the Board to execute the Professional Services Agreement with DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc., without securing competitive bids, in accordance with Ordinance 459.4 for a term of three years, effective August 1, 2010 through June 30, 2013, for an aggregate amount not to exceed \$3,600,000, and;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise automatic yearly renewals, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

**BACKGROUND:** (Continued on page two)

*Douglas D. Bagley*

Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,200,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<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 Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 8/10/10  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

Consent     Policy  
 Consent     Policy

Dep't Recomm.:  
 Per Exec. Ofc.:

BOARD OF SUPERVISORS

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**SUBJECT:** Professional Services Multi-Year Agreement between **DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc.** and Riverside County Regional Medical Center (RCRMC)

**BACKGROUND:** (Continued)

Since October 1996, Riverside County Regional Medical Center (RCRMC) has contracted with DaVita, Inc. d/b/a Renal Treatment Centers for dialysis services. On July 26, 2005, Agenda Item #3.50, the Board approved the multi-year agreement with DaVita, Inc. to provide dialysis services for the hospital. Renal Treatment Center, subsidiary of DaVita, Inc. is the only area provider that offers complete dialysis treatment services for RCRMC's acute dialysis inpatients.

Renal Treatment Center is located on the RCRMC's campus and provides trained staff and equipment for all the chronic and acute inpatient and outpatient dialysis treatments as required by the hospital, providing immediate response time and support for RCRMC's patients.

Hemodialysis is the most frequently used procedure under the current contract. For the past five years, RCRMC has experienced a tremendous increase (over 60%) in the amount of inpatients requiring acute dialysis treatment services. The hospital anticipates these services will continue to escalate.

**PRICE REASONABLENESS:**

Renal Treatment Center certifies that the prices offered are the lowest, or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and/or offered to Federal, State, or Local Government contracts.

In addition, the rate offered in this new contract for hemodialysis procedures have increased slightly by \$80.00 since 2005. Overall, their rates have not significantly changed.

**FISCAL FUNDING:**

Hospital Enterprise Funds (100%)

**ATTACHMENT:**

Professional Services Agreement between RCRMC and DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc.

**REVIEW/APPROVAL:**

County Counsel  
County Purchasing

DB:ns



**Memorandum**

July 23, 2010

**To:** Riverside County Board of Supervisors  
**From:** Douglas D. Bagley, Chief Executive Officer  
Riverside County Regional Medical Center  
**Via:** Riverside County Purchasing Agent  
**Subject:** Sole Source Procurement; Request for *Davita, Inc. d/b/a Renal Treatment Centers – California, Inc.*

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

Supply/Service being requested:

**Acute Dialysis Services**

Supplier being requested:

**Davita, Inc. d/b/a Renal Treatment Centers – California, Inc.**

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

**None identified within the hospital's geographic area.**

Extent of market search conducted:

**Internet search and survey of other area hospitals. Gambro was the only other provider identified by another local hospital however; since 2005, Davita, Inc. has acquired most dialysis services.**

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

**One of Davita's treatment centers is located on the RCRMC campus, providing immediate response time and support for RCRMC outpatients. Davita entered into a ground lease with the County for the purpose of operating and constructing a Kidney dialysis center on the property approved by the Board on November 03, 1998, Agenda Item No. 3.28.**

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

**RCRMC does not have in-house staff or equipment to provide chronic or acute dialysis services, and a qualified competent contractor with the trained staff and equipment is needed to ensure the health and well being of those patients that require acute and chronic dialysis services.**

Price Reasonableness:

**Davita certifies that the prices offered are the lowest, or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and/or offered to Federal, State, or Local Government contracts.**

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.

  
\_\_\_\_\_  
Department Head Signature

7/26/10  
\_\_\_\_\_  
Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove

  
\_\_\_\_\_  
Purchasing Agent

7-29-10  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND**

**DAVITA, INC. d/b/a RENAL TREATMENT CENTERS – CALIFORNIA, INC.**

**1 ACUTE SERVICES AND DISCHARGE PLANNING SERVICES AGREEMENT**

2 This Agreement is made and entered into by and between the County of  
3 Riverside, a political subdivision of the State of California, through its Medical Center,  
4 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and  
5 **Renal Treatment Centers – California, Inc. and Patient Pathways, LLC,**  
6 hereinafter collectively referred to as CONTRACTOR. The Agreement shall be  
7 effective as of the later of August 1, 2010 or the date of final signature below

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

11 WHEREAS, the CONTRACTOR shall provide COUNTY with Hemodialysis,  
12 Automated Peritoneal Dialysis, Continuous Renal Replacement Therapy services  
13 (“CRRT”) and Patient Discharge Planning services (the “Services” outlined in **Exhibit**  
14 **C)** in accordance with generally recognized standards of care as outlined by federal,  
15 state and local applicable laws and regulations, as such may be amended from time  
16 to time; and

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

19 WHEREAS, COUNTY further desires CONTRACTOR to engage or secure the  
20 services of a nephrologist to serve as acute medical director of the program by which  
21 Services are provided at COUNTY's Hospital. The nephrologist that fulfills the role of  
22 Medical Director shall maintain COUNTY Hospital Medical Staff membership in good

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23 standing with appropriate privileges in Nephrology but otherwise shall be selected in  
24 CONTRACTOR's sole discretion. Medical Director shall provide oversight and  
25 collaborate in concert with the COUNTY Hospital's Chief of Medicine to assess and  
26 provide recommendations regarding the provision and utilization of renal replacement  
27 services.

28 NOW THEREFORE, in consideration of the mutual promises, covenants and  
29 conditions hereinafter contained the PARTIES hereto mutually agree as provided in  
30 this agreement.

31 **1.0 DESCRIPTION OF SERVICES**

32 CONTRACTOR shall provide COUNTY all Services as outlined in this  
33 agreement and as specified in **Exhibit A**.

34 1.0 (a) Performance Improvement. COUNTY has a number of goals it  
35 hopes to attain regarding appropriate utilization of renal therapies and requires the  
36 assistance of CONTRACTOR to ensure that Services are provided in a safe, timely,  
37 effective, efficient and patient centered manner. CONTRACTOR agrees to assist the  
38 COUNTY in establishing processes and tools that promote the COUNTY's goals,  
39 consistent with and according to current medical standards. Therefore, COUNTY and  
40 HOSPITAL agree to establish mutually agreed upon Performance Improvement  
41 Indicators ("PI Indicators") on an annual basis. The Joint Dialysis Operations  
42 Committee as further defined below herein shall review Performance Improvement  
43 reports on a quarterly basis. CONTRACTOR agrees to collect and report to COUNTY  
44 data of importance to the quality of care and utilization of dialysis and renal

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45 replacement therapies, but COUNTY retains professional and administrative  
46 responsibility for the Services rendered. Subject to the restrictions in Section 5, each  
47 party agrees to share with the other party such information and data in a timely  
48 manner as is reasonably necessary for performance improvement, and for purposes  
49 of Joint Dialysis Operations Committee review of PI Indicators. Pursuant to California  
50 Code of Regulations, Title 22, Section 70713, use of outside services. At all times,  
51 COUNTY and the patient's Physician shall retain ultimate authority over and  
52 responsibility for each patient's care and treatment.

53 **2.0 HOSPITAL LIAISON**

54 County will designate one COUNTY Hospital employee to act as the  
55 liaison between the parties (the "Liaison"). The Liaison shall meet, as reasonably  
56 requested, with CONTRACTOR's Administrator, COUNTY's administrators,  
57 COUNTY's physicians and others as required to discuss matters affecting the  
58 provision of Services. Unless otherwise specified in the Agreement, the Liaison will  
59 receive from CONTRACTOR all reports and documents required by the Agreement.

60 **2.1 Joint Dialysis Oversight Committee.**

61 COUNTY and CONTRACTOR shall establish a Joint Dialysis  
62 Oversight Committee ("JDOC") which shall be responsible for the operational, clinical  
63 quality, and performance improvement components of the Agreement. The  
64 chairperson of the JDOC shall be a COUNTY Hospital Nursing Executive and the  
65 JDOC shall meet at least quarterly. JDOC participants shall consist of appropriate  
66 COUNTY Hospital Leadership representing nursing, quality management, infection

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67 control and case management in addition to the CONTRACTOR'S Medical Director,  
68 the CONTRACTOR'S Director of Operations, and the Administrator.

69           2.2    HIPAA Business Associate Agreement

70                    The CONTRACTOR in this Agreement is subject to all relevant  
71 requirements contained in the Health Insurance Portability and Accountability Act of  
72 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and  
73 regulations promulgated subsequent thereto. Both parties shall adhere to all terms  
74 and conditions as outlined and specified in **Exhibit E**.

75           **3.0    TERM AND TERMINATION**

76                    3.1    TERM: This Agreement will begin on the Effective Date and will  
77 continue for a term of three (3) years unless terminated as otherwise provided herein.

78                    3.2    TERMINATION. Either party may terminate this Agreement with  
79 cause, as outlined in Sections 3.5, 3.6 and 3.7 below, or without cause one-hundred  
80 (180) days prior written notice, served upon either party stating the effective date of  
81 termination.

82                    3.3    After receipt of the notice of termination, CONTRACTOR shall:  
83 (a) Stop all work under this Agreement on the date specified in the notice of  
84 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by  
85 COUNTY any materials, reports or other products which, if the Agreement had been  
86 completed or continued, would have been required to be furnished to COUNTY.



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87           3.4    After termination, COUNTY shall make payment only for  
88 CONTRACTOR's performance up to the date of termination in accordance with this  
89 Agreement and at the rates set forth in **Exhibit B**.

90           3.5    Mutual Right to Terminate for Cause. This Agreement may be  
91 terminated by either party following written notice by the non-breaching party to the  
92 breaching party ("Notice"), and subject to the time periods set forth below, unless the  
93 breaching party cures the default or condition specified in the notice within such  
94 period of time:

95                   (a)    Breach by a party of any material provision of this  
96 Agreement, which the breaching party fails to cure within thirty (30) days after receipt  
97 of Notice.

98                   (b)    Upon receipt of Notice of the loss, revocation or  
99 suspension of COUNTY's license to operate.

100                   (c)    Upon receipt of Notice of the loss or substantial  
101 impairment of either party's professional liability insurance.

102                   (d)    Upon the exclusion or suspension of either party from  
103 participation in the Medicare or Medicaid programs, provided, however, that all  
104 hearings and appeals have been exhausted.

105                   (e)    Upon receipt of Notice that a party (i) is generally unable  
106 to pay its debts as they become due; (ii) has admitted in writing its inability to pay its  
107 debts generally; (iii) institutes a proceeding under the federal bankruptcy laws or any  
108 other federal or state reorganization, liquidation, insolvency or moratorium laws,

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109 including any assignment for the benefit of creditors; (iv) is the subject of an  
110 involuntary petition under any law relating to bankruptcy, insolvency, liquidation,  
111 rehabilitation or reorganization, which is not stayed or dismissed after sixty (60) days;  
112 or (v) is or becomes subject to the jurisdiction of a court-appointed receiver or trustee  
113 for it or for any substantial part of its property.

114 (f) In the event performance by either party of any term,  
115 covenant, condition or provision of this Agreement shall: (i) jeopardize the licensure  
116 of either party; (ii) jeopardize either party's participation in Medicare, Medicaid, Blue  
117 Cross, or other governmental reimbursement or payment programs, or any other  
118 state or nationally recognized accrediting organization; or (iii) violate any statute,  
119 ordinance, or be otherwise deemed illegal or be deemed unethical, invalid or  
120 unenforceable by any recognized body, agency, or association in the medical fields,  
121 either party shall have the immediate right to initiate the renegotiation of the affected  
122 term(s) of this Agreement, upon notice to the other party, to remedy such condition.  
123 The parties shall thereafter use their best efforts to renegotiate in good faith to  
124 restructure this relationship so as to: (x) bring any provision in compliance so as not  
125 to jeopardize any party's licensure, participation in government programs or  
126 accrediting organizations; or (y) make the same lawful, valid enforceable or ethical,  
127 and to the extent possible, to maintain the economic benefits to any party as  
128 contemplated hereunder. Should the parties be unable to renegotiate the term(s) so  
129 affected so as not to jeopardize any party's licensure, participation in government  
130 programs or accrediting organizations, or to bring it/them into compliance with the

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131 statute, rule, regulation, principle or interpretation that rendered it/them unlawful or  
132 unenforceable within ninety (90) days of the date on which notice of a desired  
133 renegotiation is given, then either party shall be entitled, after the expiration of said  
134 initial ninety (90) day period, to terminate this Agreement immediately.

135           3.6 COUNTY's Right to Terminate. This Agreement may be  
136 terminated by COUNTY upon Notice to CONTRACTOR subject to the time periods  
137 set forth below, unless CONTRACTOR cures the default or condition specified in the  
138 notice within such period of time:

139                   (a) Upon ten (10) days following receipt of Notice of an action  
140 or inaction of CONTRACTOR in the performance of its duties under this Agreement,  
141 which, if continued, would result in the termination of COUNTY's licensure.

142                   (b) A reasonable determination by COUNTY, on written  
143 advice of its legal counsel, that continuation of this Agreement jeopardizes  
144 COUNTY's tax exempt status, its status as provider to the Medicare or state  
145 Medicaid programs or is otherwise illegal, in which case, the parties shall negotiate in  
146 good faith to modify this Agreement to eliminate the concern. If the parties cannot  
147 agree on the necessary modifications, this Agreement shall terminate immediately  
148 upon the receipt of Notice by CONTRACTOR.

149           3.7 CONTRACTOR's Right to Terminate. This Agreement may be  
150 terminated by CONTRACTOR upon Notice to COUNTY unless COUNTY cures the  
151 default or condition specified in the notice within thirty days:

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152 (a) The COUNTY is not complying with Section 4.3, or paying  
153 CONTRACTOR in accordance with Section 4.2.

154 (b) After the first year of the Agreement, the volume of  
155 services COUNTY orders during any four-month period is, in the reasonable  
156 determination of the CONTRACTOR, significantly less than the median four-month  
157 volume during the life of the Agreement.

158 (c) The COUNTY experiences funding difficulties as  
159 stipulated in Section 4.0 below.

160 (d) In the CONTRACTOR's reasonable determination, the  
161 continuation of Services is financially untenable for the CONTRACTOR.

162 (e) CONTRACTOR shall have the right to immediately  
163 terminate the Agreement if the COUNTY does not amend the Agreement to increase  
164 the funding for any services ordered.

165 **4.0 COMPENSATION**

166 The COUNTY shall pay the CONTRACTOR for Services performed and  
167 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule. The fee  
168 schedule shall be increased by two percent (2%) beginning on August 1, 2012. In no  
169 event shall the County's total fiscal obligation exceed one million two hundred  
170 thousand dollars (\$1,200,000.00) annually. CONTRACTOR shall not be obligated to  
171 provide any services which would result in COUNTY owing an amount in excess of  
172 the above referenced amount. No later than thirty (30) days prior to each increase  
173 outlined above, the CONTRACTOR will provide the COUNTY with an updated fee

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174 schedule. Regardless of the timing of the COUNTY'S receipt of such updated fee  
175 schedule, COUNTY will be responsible for paying the new fees as soon as they take  
176 effect. Except as otherwise provided in this Section, this section may only be  
177 modified upon the written agreement of the parties hereto.

178           4.1    No price increases will be permitted during the first year of this  
179 Agreement.

180           4.2    Said compensation shall be paid in accordance with an invoice  
181 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within  
182 thirty (30) working days of receipt of the invoice.

183           4.3    In the case of adjustments for mistakes by CONTRACTOR in  
184 calculating any fees invoiced as set forth in **Exhibit B**, COUNTY shall notify  
185 CONTRACTOR in writing within ten (10) business days from the date invoice was  
186 submitted to review and return the monthly invoice if it is inaccurate, including a  
187 written detailed description of any inaccuracies in the monthly statement in which  
188 CONTRACTOR shall immediately correct the statement and reissue it, if  
189 CONTRACTOR agrees with COUNTY's determination, or contact COUNTY to  
190 discuss any differences that CONTRACTOR has with COUNTY's review. If  
191 COUNTY does not respond to the invoice submitted by CONTRACTOR within ten  
192 (10) business days from the date the invoice was submitted, COUNTY acknowledges  
193 and agrees that such CONTRACTOR invoice in its current form is acceptable and  
194 payable to CONTRACTOR by COUNTY. As such, CONTRACTOR shall be entitled  
195 to receive full payment from COUNTY for invoice submitted by CONTRACTOR

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196 without any adjustments, offsets and/or short payments in accordance with Section

197 4.2.

198 4.4 All invoices submitted by CONTRACTOR shall include the

199 following:

200                   ▪ Invoice number, invoice date, remittance address, and  
201                   invoice total amount; and

202                   ▪ Must reflect the Services rendered, including the patient  
203                   name, patient ID number, if available, medical record  
204                   number, if available, hospital room number, the date when  
205                   Services were rendered, the procedure name, the number of  
206                   units, and the rate charged.

207 4.5 All invoices submitted by CONTRACTOR shall be addressed to,  
208 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus  
209 Avenue, Moreno Valley, CA 92555.

210 **5.0 ASSURANCES**

211 CONTRACTOR hereby agrees that, where applicable, Services  
212 provided hereunder will be performed in harmony with COUNTY policies and  
213 procedures actually provided to CONTRACTOR by COUNTY.

214 5.1 CONTRACTOR warrants that it is, and will remain, in compliance  
215 with all State and Federal laws and the standards of the Joint Commission.

216 5.2 CONTRACTOR certifies that it is aware of the Occupational  
217 Safety and Health Administration (OSHA) regulations of the U.S. Department of

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

220 **6.0 CONFIDENTIALITY**

221 CONTRACTOR agrees to protect from unauthorized disclosure the  
222 names and other identifying information concerning either persons receiving Services  
223 under this Agreement or persons whose names or other identifying information  
224 becomes known to CONTRACTOR as a result of Services performed under this  
225 Agreement, except statistical information not identifying any such person.

226 6.1 CONTRACTOR shall not disclose, except as otherwise  
227 specifically permitted by this Agreement or authorized by the client or client's  
228 representative, any such identifying information to anyone other than authorized  
229 COUNTY personnel without prior written authorization from the COUNTY.

230 6.2 For the purpose of this paragraph, "identify" shall include, but not  
231 limited to, name, identifying number, symbol, or other identifying particular assigned  
232 to the individual, such as finger or voiceprint or photograph.

233 **7.0 HOLD HARMLESS/INDEMNIFICATION**

234 Each party shall indemnify and hold harmless the other, its applicable  
235 Agencies, Districts, Special Districts and Departments, their respective directors,  
236 officers, Board of Supervisors, elected and appointed officials, employees, agents  
237 and representatives (individually and collectively hereinafter referred to as  
238 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
239 the other party, its applicable officers, employees, subcontractors, agents or

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240 representatives arising out of or in any way relating to this Agreement, including but  
241 not limited to property damage, bodily injury, or death or any other element of any  
242 kind or nature whatsoever arising from the performance of the other , its applicable  
243 officers, employees, subcontractors, agents or representatives Indemnitors from this  
244 Agreement.

245 **8.0 INSURANCE**

246 8.1 Without limiting or diminishing the other party's obligation to  
247 indemnify or hold the other harmless, each party shall procure and maintain or  
248 cause to be maintained, at its sole cost and expense, the following insurance  
249 coverage's during the term of this Agreement.

250 8.2 WORKERS' COMPENSATION:

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

258 8.3 COMMERCIAL GENERAL LIABILITY:

259 Commercial General Liability insurance coverage, including but  
260 not limited to, premises liability, contractual liability, products and completed  
261 operations liability, personal and advertising injury, and cross liability coverage,



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262 covering claims which may arise from or out of CONTRACTOR'S performance of its  
263 obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
264 Districts, Special Districts, and Departments, their respective directors, officers,  
265 Board of Supervisors, employees, elected or appointed officials, agents or  
266 representatives as Additional Insureds. Policy's limit of liability shall not be less than  
267 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
268 general aggregate limit, it shall apply separately to this agreement or be no less than  
269 two (2) times the occurrence limit.

270           8.4   VEHICLE LIABILITY:

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

280           8.5   PROFESSIONAL LIABILITY:

281           CONTRACTOR shall maintain Professional Liability Insurance  
282 providing coverage for the CONTRACTOR's performance of work included within this  
283 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and

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284 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is  
285 written on a claims made basis rather than an occurrence basis, such insurance shall  
286 continue through the term of this Agreement and CONTRACTOR shall purchase at  
287 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
288 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back  
289 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through  
290 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage  
291 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will  
292 continue for a period of five (5) years beyond the termination of this Agreement.

293           8.6   GENERAL INSURANCE PROVISIONS - ALL LINES:

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

300           B.       The CONTRACTOR'S insurance carrier(s) must declare  
301 its insurance deductibles or self-insured retentions. If such deductibles or self-  
302 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
303 retentions shall have the prior written consent of the County Risk Manager before the  
304 commencement of operations under this Agreement. Upon notification of deductibles  
305 or self insured retention's unacceptable to the COUNTY, and at the election of the

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**DAVITA, INC. d/b/a RENAL TREATMENT CENTERS – CALIFORNIA, INC.**

306 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
307 eliminate such deductibles or self-insured retention's as respects this Agreement with  
308 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
309 investigations, claims administration, and defense costs and expenses.

310 C. CONTRACTOR shall cause CONTRACTOR'S insurance  
311 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
312 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
313 coverage as required herein, or 2) if requested to do so orally or in writing by the  
314 County Risk Manager, provide original Certified copies of policies including all  
315 Endorsements and all attachments thereto, showing such insurance is in full force  
316 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
317 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
318 to the County of Riverside prior to any material modification, cancellation, expiration  
319 or reduction in coverage of such insurance. In the event of a material modification,  
320 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
321 forthwith, unless the County of Riverside receives, prior to such effective date,  
322 another properly executed original Certificate of Insurance and original copies of  
323 endorsements or certified original policies, including all endorsements and  
324 attachments thereto evidencing coverage's set forth herein and the insurance  
325 required herein is in full force and effect. **CONTRACTOR shall not commence**  
326 **operations until the COUNTY has been furnished original Certificate (s) of**  
327 **Insurance and certified original copies of endorsements or policies of**

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328 ***insurance including all endorsements and any and all other attachments as***  
329 ***required in this Section. An individual authorized by the insurance carrier to***  
330 ***do so on its behalf shall sign the original endorsements for each policy and the***  
331 ***Certificate of Insurance.***

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

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

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

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

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

352 **9.0 AVAILABILITY OF FUNDING**

353 The COUNTY obligation for payment of any contract beyond the current  
354 fiscal year end is contingent upon the availability of funding from which payment can  
355 be made. With the exception of treatments ordered and completed, no legal liability  
356 on the part of the COUNTY shall arise for payment beyond June 30 of the calendar  
357 year unless funds are made available for such performance. If no additional funding  
358 is available by COUNTY, CONTRACTOR shall have the immediate right to terminate  
359 this Agreement consistent with Section 3.7 above.

360 **10.0 RECORDS AND DOCUMENTS**

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

366 10.1 CONTRACTOR to provide COUNTY with reports and  
367 information relative to this Agreement and in accordance with terms set forth herein,  
368 as may be requested by COUNTY.

369 //

370 //

**PROFESSIONAL SERVICES AGREEMENT  
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371           **11.0 MONITORING**

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

377           **12.0 LICENSE**

378           CONTRACTOR shall, through the term of this Agreement, maintain all  
379 applicable licenses necessary for the provision of the services hereunder and  
380 required by the laws and regulations of the United States, the State of California,  
381 County of Riverside, and all other governmental agencies. CONTRACTOR shall  
382 notify COUNTY immediately, in writing, of inability to obtain or maintain such license.  
383 Said inability shall be cause for termination of this Agreement.

384           12.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,  
385 agents, and subcontractors performing Services under the terms of this Agreement  
386 are in compliance with all applicable licensing requirements. CONTRACTOR hereby  
387 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or  
388 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain  
389 such license(s). Said inability shall be cause for termination of this Agreement.

390           12.2 COPY REQUIRED. A copy of each such license, permit,  
391 approval, waiver, exemption, registration, accreditation, and certificate shall be  
392 provided to Contracts Administration upon COUNTY request.

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393           12.3 Further, CONTRACTOR hereby agrees to abide by the  
394 standards of medical practice of the profession of the applicable CONTRACTOR'S  
395 employee when performing Services hereunder.

396           **13.0 NONDISCRIMINATION AND ELIGIBILITY**

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

405           13.1 For the purpose of this Agreement, distinctions on the grounds of  
406 race, religion, color, sex, national origin, age, or physical or mental handicap include  
407 but at not limited to the following:

408           A. Denying an eligible person or providing to an eligible  
409 person any services or benefit which is different, or is provided in a different manner  
410 or at a different time from that provided to other eligible persons under this  
411 Agreement.

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

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414 C. Restricting an eligible person differently in any way in the  
415 enjoyment of any advantage or privilege enjoyed by others receiving similar service  
416 or benefit.

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

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

424 **14.0 CONFLICT OF INTEREST**

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

428 **15.0 ALTERATION**

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

432 15.1 Only the County Board of Supervisors or County Purchasing  
433 Agent may authorize the alteration or revision of this Agreement. The parties  
434 expressly recognize that COUNTY personnel are without authorization to either  
435 change or waive any requirements of this Agreement.



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436           **16.0 ASSIGNMENT**

437           CONTRACTOR may not delegate the obligations hereunder, either in  
438 whole or in part, without prior written consent of COUNTY provided, however,  
439 obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
440 carried out by means of subcontracts if approved by COUNTY. No subcontract shall  
441 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to  
442 this Agreement. CONTRACTOR may not assign the rights hereunder, either in  
443 whole or in part, without prior written notice to COUNTY, except that it may assign to  
444 any of its subsidiaries, successors, or affiliates without the COUNTY's consent. Any  
445 attempted assignment or delegation in derogation of this paragraph shall be void. A  
446 change in the business structure of CONTRACTOR, including but not limited to,  
447 change in the majority ownership, change in the form of CONTRACTOR'S business  
448 organization, management of CONTRACTOR, CONTRACTOR'S ownership of other  
449 business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy  
450 by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

451           **17.0 ADMINISTRATION**

452           Except as provided for in Section 2.0 above, the County of Riverside  
453 Purchasing Agent, or designee, shall administer this Agreement on behalf of the  
454 COUNTY. The Purchasing department is to serve as its liaison with CONTRACTOR  
455 in connection with this agreement.

456    //

457    //

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458           **18.0 WAIVER**

459           Any waiver by either party of any breach of any one or more of the  
460 terms of this Agreement shall not be construed to be a waiver of any subsequent or  
461 other breach of the same or of any other term thereof. Failure on the part of either  
462 party to require exact, full and complete compliance with any terms of this Agreement  
463 shall not be construed as in any manner changing the terms hereof or stopping either  
464 party from enforcement hereof.

465           **19.0 JURISDICTION, VENUE, SEVERABILITY**

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

473           **20.0 INDEPENDENT CONTRACTOR**

474           The CONTRACTOR is, for purposes arising out of this contract, an  
475 independent contractor and shall not be deemed an employee of the COUNTY. It is  
476 expressly understood and agreed that the CONTRACTOR shall in no event, as a  
477 result of this contract, be entitled to any benefits to which COUNTY employees are  
478 entitled, including but not limited to overtime, any retirement benefits, worker's  
479 compensation benefits, and injury leave or other leave benefits. CONTRACTOR

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

483           20.1 It is further understood and agreed by the parties hereto that  
484 CONTRACTOR in the performance of its obligation hereunder is subject to the  
485 control or direction of COUNTY merely as to the result to be accomplished by the  
486 services hereunder agreed to be rendered and performed and not as to the means  
487 and methods for accomplishing the results.

488           **21.0 SUBCONTRACT FOR WORK OR SERVICES**

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

495           **22.0 INTEREST OF CONTRACTOR**

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

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501 contract, no person having any such interest shall be employed or retained by it  
502 under this contract.

503 **23.0 CONDUCT OF CONTRACTOR**

504 23.1 The CONTRACTOR agrees to inform the COUNTY of all the  
505 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
506 be incompatible with any interest of the COUNTY.

507 23.2 The CONTRACTOR shall not, under circumstances, which might  
508 reasonably be interpreted as an attempt to influence the recipient in the conduct of  
509 his duties, accept any gratuity or special favor from individuals or organizations with  
510 whom the CONTRACTOR is doing business or proposing to do business, in  
511 accomplishing the work under the contract.

512 23.3 The CONTRACTOR shall not use for personal gain or make  
513 other improper use of privileged information, which is acquired in connection with his  
514 contract. In this connection, the term 'privileged information' includes, but is not  
515 limited to, unpublished information relating to technological and scientific  
516 development; medical, personnel, or security records of the individuals; anticipated  
517 materials requirements or pricing actions; and knowledge of selection of  
518 CONTRACTOR or subcontractors in advance of official announcement.

519 23.4 The CONTRACTOR or employees thereof shall not offer gifts,  
520 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

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523           **24.0 RIGHT TO ACQUIRE EQUIPMENT**

524                       Nothing in this agreement shall prohibit the COUNTY from acquiring the  
525 same type or equivalent equipment from other sources, when deemed by the  
526 COUNTY to be in its best interest.

527           **25.0 FORCE MAJEURE**

528                       25.1 In the event CONTRACTOR is unable to comply with any  
529 provision of this agreement due to causes beyond their control such as acts of God,  
530 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
531 liable to COUNTY for such failure to comply.

532                       25.2 In the event COUNTY is unable to comply with any provision of  
533 this agreement due to causes beyond its control relating to acts of God, acts of war,  
534 civil disorders, or other similar acts, COUNTY shall not be held liable to  
535 CONTRACTOR for such failure to comply.

536           **26.0 ENTIRE AGREEMENT**

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

543    //

544    //

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545                   **27.0 CAPTIONS AND PARAGRAPH HEADINGS**

546                   Captions and paragraph headings used in this Agreement are for  
547 convenience only and are not a part of this Agreement and shall not be used in  
548 construing this Agreement.

549                   **28.0 RIGHT OF FIRST REFUSAL**

550                   COUNTY hereby grants to CONTRACTOR the right of first refusal for  
551 any additional renal replacement and other blood treatment related therapies that are  
552 not listed in **Exhibit B**, which the COUNTY decides to make available to its patients  
553 during the term of this Agreement. Due to changes in medical practice and the  
554 application of new technologies, such therapies shall be subject to addition or  
555 revision and shall include but not be limited to the following: Hemodialysis; Peritoneal  
556 Dialysis (CAPD & CCPD); Continuous Renal Replacement Therapies- (CRRT:  
557 CWH, CVHD, CVVHDF, SLED); Isolated Ultrafiltration for the treatment of non-  
558 renal related congestive heart failure (CHF), Apheresis Services including  
559 Therapeutic Plasma Exchange and other blood component depletion procedures.  
560 Should CONTRACTOR choose to not provide such services, the COUNTY will have  
561 the right to pursue the matter with other vendors.

562                   Additionally, in order to provide the discharge services outlined in this  
563 Agreement, CONTRACTOR is required to invest significant time and expense  
564 including that necessary to train its employees; COUNTY acknowledges and agrees  
565 that it will be exposed to valuable Confidential Information and processes of  
566 CONTRACTOR and will participate at CONTRACTOR's expense in building and

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567 maintaining the goodwill of patients. Accordingly, as a material inducement to  
568 CONTRACTOR to enter into this Agreement, in consideration of the value provided  
569 to COUNTY under this Agreement and for other good and valid consideration, the  
570 receipt and sufficiency of which is hereby acknowledged, COUNTY agrees, in an  
571 effort to legitimately protect CONTRACTOR's legitimate business interest, if this  
572 agreement is terminated for any reason except for cause pursuant to sections 3.0,  
573 CONTRACTOR shall retain the exclusive right to provide the discharge services  
574 outlined in this Agreement for one (1) year following the termination date under  
575 mutually agreed upon terms and conditions. COUNTY shall, during the one (1) year  
576 following termination, be entitled to provide the discharge services covered in this  
577 Agreement through its own agents or employees.

578 **29.0 DISCHARGE SERVICES**

579 CONTRACTOR shall also make Staff available to COUNTY to perform  
580 discharge services for patients who require on-going dialysis services following  
581 discharge in accordance with **Exhibit C**. COUNTY shall provide the data requested  
582 on **Exhibit D**, attached hereto, within thirty (30) days after the end of each six-month  
583 period ("Contract Bi-Quarter").

584 **30.0 NOTICES**

585 All correspondence and notices required or contemplated by this  
586 Agreement shall be delivered to the respective parties at the addresses set forth  
587 below and are deemed submitted one day after their deposit in the United States  
588 mail, postage prepaid, certified or registered mail, return receipt requested:

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<u>CONTRACTOR</u>	<u>COUNTY</u>
589 DaVita Inc. d/b/a Renal Treatment	Riverside County Regional
591 Centers – California, Inc.	Medical Center
592 15253 Bake Parkway	26520 Cactus Avenue
593 Irvine, CA 92618	Moreno Valley, CA 92555

594

595 With a Copy to:

596 DaVita Inc. d/b/a Renal Treatment

597 Centers – California, Inc.

598 1100 S. Grove Ave., Ste. F1

599 Ontario, CA 91761

600 Attn: Divisional Vice President

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

602 **CONTRACTOR**

603 **Renal Treatment**

604 **Centers – California, Inc.**

605

606 By: *Mike Shea*

607

608 Mike Shea

609 Type or Print Name

610

611 Senior Vice President

612 Type or Print Title

613

614 Date: 7/27/10

615

616

617

618

619

620

**COUNTY**

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

Marion Ashley

Type or Print Name

Chairman

Type or Print Title

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

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis* DATE 7/29/10

NEAL R. KIPNIS

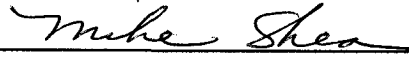


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Patient Pathways, LLC

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By: 

Mike Shea  
Type or Print Name

Senior Vice President  
Type or Print Title

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

APPROVED AS TO FORM ONLY:

By: 

Jon Kweller  
VP & Deputy General Counsel

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**“EXHIBIT A”**

640

641

In accordance with the terms of the Contract Agreement, both CONTRACTOR

642

and COUNTY mutually agree as follows:

643

**1.0 CONTRACTOR STAFF REQUIREMENTS**

644

1.1 CONTRACTOR assigned staff must carry a copy of his/her

645

current license, and shall present a copy of their current license to COUNTY upon

646

request.

647

1.2 CONTRACTOR will do primary source verification of licensure

648

upon hire and prior to the expiration of licenses of their employees and shall provide

649

COUNTY with a copy of the primary source verification of each licensed nurse.

650

1.3 Staff. CONTRACTOR shall provide properly trained and

651

qualified non-physician personnel (the “Staff”), which may include but is not limited to,

652

registered nurses, licensed vocational nurses and state-certified dialysis technicians

653

practicing under the supervision of CONTRACTOR’s registered nurses, in adequate

654

numbers to provide the ordered Services. Upon request by COUNTY,

655

CONTRACTOR shall provide information and documentation regarding the licensure,

656

certification, and experience of its Staff. If the COUNTY requires the CONTRACTOR

657

to supply it with information regarding CONTRACTOR employees, including but not

658

limited to background checks and evaluations, the COUNTY will guarantee the

659

confidentiality of such information in compliance with the Fair Credit Reporting Act

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Title VII, the Americans with Disabilities Act, the California Fair Employment and

661

Housing Act, and all other applicable state and federal laws, rules, and regulations,

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662 including those governing the maintenance and destruction of such information.  
663 COUNTY shall treat these records as though they were the records of their own  
664 employees.

665           1.4    CONTRACTOR shall perform annual health screening for all  
666 staff assigned to COUNTY to include a TB test, and or Chest X-Ray, if applicable  
667 (verifying absence of active disease), fit test, a record of vaccination for Measles,  
668 Mumps, Rubella, (MMR) series or record of positive MMR titer for new staff,  
669 Varicella, proof of immunization of Diphtheria, Tetanus, Pertussis, Hepatitis B, Urine  
670 Drug Screen and Urine Analysis for new staff, , Audio and Vision test – if part of a  
671 physical for new staff, and a general physical examination clearance for new staff.  
672 COUNTY will guarantee the confidentiality of such information in compliance with the  
673 Fair Credit Reporting Act Title VII, the Americans with Disabilities Act, the California  
674 Fair Employment and Housing Act, and all other applicable state and federal  
675 laws, rules, and regulations, including those governing the maintenance  
676 and destruction of such information. COUNTY shall treat these records as though  
677 they were the records of their own employees.

678           1.4 (a)    Health Monitoring. If, subject to all applicable state  
679 and federal laws, COUNTY desires or requires that CONTRACTOR provide any  
680 additional monitoring of the health of CONTRACTOR beyond that which is required  
681 above, CONTRACTOR'S Human Resources Department's policies and procedures  
682 in such respect, then COUNTY shall request that CONTRACTOR provide such  
683 additional health monitoring and then reimburse CONTRACTOR for all expenses

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684 incurred by CONTRACTOR or its Personnel (including, without limitation, labor  
685 costs). Additionally, COUNTY will memorialize any request for additional health  
686 monitoring in writing thirty (30) days prior to its implementation and CONTRACTOR  
687 will utilize COUNTY's written request and documentation of CONTRACTOR's Staff  
688 completion of additional health monitoring and other expenses incurred to bill  
689 COUNTY for such Services as Nursing Consult in accordance with the fee schedule  
690 set forth as **Exhibit B**.

691           1.5    CONTRACTOR assigned Nurses must have current Basic Life  
692 Support training in accordance with the American Heart Association and maintain  
693 certification on a biennial basis in compliance with Joint Commission requirement.

694           1.6    CONTRACTOR assigned staff must possess and wear a  
695 photographic identification card supplied by CONTRACTOR, and must be properly  
696 attired, in accordance with COUNTY guidelines.

697           1.7    CONTRACTOR assigned staff must be able to speak, write and  
698 read the English language.

699           1.8    CONTRACTOR staff must report to each COUNTY assigned  
700 department as follows:

701                   1.8.1 Nurse - Assigned Nurses shall report to the Nurse Staffing  
702 Office and sign-in on COUNTY's log prior to reporting to the unit and initiating  
703 treatments, and sign-out on COUNTY's log after the completion of Services.

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704                   1.8.2 Technician – Assigned technicians shall report to  
705 COUNTY's Material Management Department and sign-in on COUNTY's log prior to  
706 beginning Services and sign-out on COUNTY's log at the completion of Services.

707                   1.9     CONTRACTOR shall not knowingly assign to the COUNTY any  
708 employee with a criminal history revealing a felony and/or misdemeanor conviction  
709 and/or pending case. COUNTY'S CNO or the House Shift Supervisor may provide  
710 written notice to suspend the right of any CONTRACTOR Staff person from providing  
711 services at COUNTY under the terms of this Agreement if in the reasonable judgment  
712 and discretion of COUNTY, their conduct, including not adhering to the COUNTY'S  
713 policies and procedures, or rules and/or regulations that CONTRACTOR Staff have  
714 received from the COUNTY and the attitude of the CONTRACTOR Staff, threatens  
715 the health, safety, or welfare of any patient or employee of COUNTY or the  
716 confidentiality of any information relating to a patient. CONTRACTOR hereby agrees  
717 to immediately replace any such CONTRACTOR Staff Member upon CNO or House  
718 Shift Supervisor's written request.

719                   1.10   CONTRACTOR assigned staff will complete orientation to  
720 RCRMC by the end of their first assigned visit to COUNTY which will include, but not  
721 limited to:

722                   1.10.1     Nurses – Assigned Nurses shall attend HIPAA  
723 Privacy Awareness, Injury and Illness Prevention (Blood-borne Pathogen/TB  
724 Exposure, Hazard Communication), Infection Prevention and Control, Emergency  
725 Procedures and Preparedness, Fire Prevention Safety and Health, Pain

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726 Management, Life Safety, National Patient Safety Goals, Patient Care Expectations  
727 and other required in-services training.

728                           1.10.2       Technicians – Assigned technicians shall attend  
729 COUNTY Safety, Abuse Reporting, Infection Prevention and Control, Sexual  
730 Harassment, Hostile Work Environment, Workplace Violence and other required in-  
731 services training.

732                           1.11 CONTRACTOR assigned staff shall complete and return all  
733 orientation required documentation promptly, prior to the completion of their first  
734 assignment. Thereafter, each assigned staff shall be annually re-certified on  
735 COUNTY's procedures and practices by COUNTY.

736                           1.12 COUNTY will evaluate CONTRACTOR staff performance during  
737 their first three visits and annually, thereafter.

738                           1.13 CONTRACTOR assigned staff shall sign and adhere to their  
739 respective job descriptions as listed in:

740                                   1.13.1 **Exhibit A.1** Registered Nurse Job Description – Dialysis

741                                   1.13.2 **Exhibit A.2** Job Description – Contractor/Vendor

742       **2.0. ADDITIONAL ORIENTATION OR TRAINING.**

743                           If COUNTY requires that CONTRACTOR Staff attend on-site COUNTY  
744 orientation or other on-site training, then COUNTY shall provide such additional  
745 orientation and training at its own expense and reimburse CONTRACTOR for any  
746 labor costs incurred by CONTRACTOR incident to such additional orientation,  
747 described in **Exhibit B** herein. Additionally, COUNTY will memorialize its request for

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748 additional orientation and training in writing prior to its implementation and  
749 CONTRACTOR will utilize COUNTY's written request and documentation of  
750 CONTRACTOR Staff completion of on-site COUNTY orientation and training to bill  
751 COUNTY for such Services in accordance with the fee schedule set forth as **Exhibit**  
752 **B.**

753 **3.0. ORDERS**

754 CONTRACTOR shall provide Services only upon receipt of an order  
755 ("Order") of a nephrologist or physician who has been authorized by COUNTY to  
756 make such requests. COUNTY shall provide CONTRACTOR with a list of  
757 nephrologists or physicians authorized and qualified to order Services (the  
758 "Physicians"), which list COUNTY shall update from time to time. In order to initiate  
759 treatment, COUNTY agrees to promptly contact CONTRACTOR upon receipt of an  
760 Order and after the patient has received a functioning vascular or peritoneal access  
761 for treatment. If contact is made by telephone, COUNTY will call the dedicated  
762 phone number CONTRACTOR will give to COUNTY for placing an Order. The  
763 COUNTY's call to CONTRACTOR with Orders for Services is the COUNTY's  
764 authorization for CONTRACTOR to provide such Services on the COUNTY's behalf.  
765 CONTRACTOR agrees to demonstrate commercially reasonable efforts in providing  
766 Services within four (4) hours following the receipt of an Order from the COUNTY for  
767 treatment, or within a later specified time frame as set by a patient's physician. If  
768 CONTRACTOR receives a verbal or read back Order for the provision of Services,  
769 COUNTY shall provide to CONTRACTOR a written Order from the Physician within

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770 forty-eight (48) hours of such verbal or read-back Order. COUNTY shall ensure that  
771 necessary, appropriate and proper written informed consent specific to the Services  
772 has been obtained. COUNTY shall make such documents available to  
773 CONTRACTOR Staff immediately prior to the performance of the Services.  
774 COUNTY and CONTRACTOR agree that the Physician(s) shall be responsible for  
775 discussing the risks and benefits of treatments involving any of the Services in  
776 conjunction with obtaining the written informed consent. If questions arise from any  
777 documentation to be provided under this Section, CONTRACTOR may delay the  
778 performance of the Services until it has the required information. The CONTRACTOR  
779 Staff will be responsible for provision of the ordered Services, including: (a) set-up  
780 and safety check of machine and water treatment system; (b) initiating treatment,  
781 monitoring of treatment, and termination of treatment; (c) documentation of treatment  
782 on COUNTY approved forms; and (d) clean-up of dialysis equipment and proper  
783 storage of machine and supplies.

784 **4.0. LOCATION**

785 CONTRACTOR shall provide the ordered Services at patient bedside or  
786 in a designated dialysis room made available by COUNTY. The determination of the  
787 medically appropriate location of each treatment shall be made in the sole and  
788 absolute discretion of a particular patient's Physician and shall be expressed in an  
789 Order. Hospital shall be responsible for all patient transport.

790 //

791 //



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792           **5.0. TREATMENT**

793                       Whenever patients are receiving Services, CONTRACTOR shall  
794 provide on duty at least one (1) Registered Nurse currently licensed in the State of  
795 California and experienced in rendering Services, to oversee the provision of  
796 Services and such additional staff to maintain an appropriate patient/staff ratio. The  
797 staff shall monitor and regulate the Services in conformity with Physician's Orders  
798 and the patient's condition.

799           **6.0. SERVICE ADMINISTRATOR**

800                       CONTRACTOR shall designate a member of its staff as the  
801 administrator (the "Administrator"). The Administrator shall meet, as reasonably  
802 requested, with the COUNTY's administrators and physician-directors of dialysis and  
803 related Services to discuss matters affecting the provision of Services.

804           **7.0. EQUIPMENT**

805                       CONTRACTOR will provide, maintain in good operating condition and  
806 repair all dialysis and related equipment necessary for the provision of Services and  
807 provide documentation to Plant Operations in accordance with COUNTY's Equipment  
808 Management Plan. The reports of equipment maintenance will include upgrades and  
809 equipment status.

810                       7.1    CONTRACTOR shall provide equipment maintenance log and  
811 calibration certification as required by Joint Commission, for all equipment brought on  
812 site.

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813                   7.2    CONTRACTOR will provide COUNTY with verification of  
814 competency for CONTRACTOR staff performing equipment maintenance to include,  
815 job description, licensure, if applicable and/or certifications and evidence of  
816 training/education.

817                   7.3    CONTRACTOR will provide COUNTY with monthly reports of  
818 water testing with documentation of actions for any issues.

819                   7.4    COUNTY will verify competency of CONTRACTOR staff.

820                   7.5    COUNTY will inspect all CONTRACTOR's equipment each time  
821 the equipment is moved off site and returned on site to COUNTY. CONTRACTOR  
822 will check in with Materials Management and Plant Operations each time equipment  
823 if moved on site or off site.

824                   7.6    COUNTY will submit CONTRACTOR's quarterly reports of water  
825 testing to the Infection Prevention and Control Committee.

826                   7.7    COUNTY will submit CONTRACTOR's quarterly reports of  
827 equipment maintenance logs and calibration certification to the Environment of Care  
828 Committee.

829                   **8.0.   RECORDS AND REPORTS**

830                   CONTRACTOR shall provide a treatment record that shall be submitted  
831 to the Charge Nurse for the patient's Medical Record. CONTRACTOR shall also  
832 submit a charge sheet to the Nursing House Supervisor or the Nurse Staffing Office  
833 upon completion of each Service performed which shall then be signed and dated by

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834 the applicable COUNTY officer, with a copy provided back to the CONTRACTOR for  
835 their records.

836 **9.0. CONTRACTOR GENERAL DUTIES AND RESPONSIBILITIES**

837 9.1 CONTRACTOR's assigned Nurse will communicate with the  
838 COUNTY's nurse at time of arrival and departure from location where procedure is  
839 being performed.

840 9.2 CONTRACTOR assigned Nurse shall receive patient report from  
841 patient's nurse prior to initiating treatment.

842 9.3 Communication between COUNTY and CONTRACTOR  
843 assigned Nurse will include but not be limited to the following specific information:

844 9.3.1 Patient's pertinent condition (i.e., treatment condition)

845 9.3.2 Tolerance of procedure and medications;

846 9.3.3 Medications given;

847 9.3.4 Lab tests or other services required by COUNTY staff to  
848 be performed for dialysis patients during dialysis.

849 9.4 CONTRACTOR's assigned Nurse shall complete any and all  
850 reports required for Services. Assigned Nurse shall complete all blood lab slips,  
851 document all blood transfusion on the Blood Transfusion Record; document any fluid  
852 intake amount and fluid output amount during dialysis in the Medical Report; and  
853 other medications administered in the Medication Administration Record.

854 9.5 CONTRACTOR's assigned Technician shall complete any and  
855 all reports required for Services.

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856                   9.6    CONTRACTOR's assigned staff must secure all equipment and  
857 supplies in a locked, CONTRACTOR-approved storage area designated within the  
858 COUNTY when procedure and/or Services are completed.

859                   9.7    CONTRACTOR's assigned staff shall be available to the  
860 COUNTY personnel for continuing education and training as reasonably necessary to  
861 maintain a current technological and clinical knowledge base for acute dialysis  
862 patient care.

863                   9.8    CONTRACTOR assigned Nurse may assist with discharge  
864 planning for patients.

865                   9.9    CONTRACTOR assigned Nurse may provide dialysis related  
866 education to patients and family members.

867                   **10.0. SUPPLIES PROVIDED BY CONTRACTOR**

868                   10.1    Commercially available dialysate solutions ordered for Services.

869                   10.2    Tubing Sets required for CONTRACTOR provided equipment or  
870 for the provision of Services.

871                   10.3    Dialyzers are included in the fee schedule in Exhibit B below.

872                   10.4    Filters required for CONTRACTOR provided equipment including  
873 Transducer Protectors and filters for portable RO equipment.

874                   10.5    Fistula Needles, dialysis end caps and catheter adaptors, if  
875 applicable.

876                   10.6    Water Quality Analysis Supplies.

877    //

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878                   **11.0        SUPPLIES/SERVICES PROVIDED BY COUNTY**

879                    11.1 Adequate space, consistent with all applicable guidelines and  
880 regulations, to store sufficient equipment, water systems and medical supplies  
881 required, at CONTRACTOR's sole discretion, by the patient volume, complexity of  
882 Services, and consistent with response time and scheduling requirements set forth in  
883 this Agreement.

884                    11.2 All patient transport.

885                    11.3 Access to and all necessary connections to obtain incoming  
886 water appropriate for the provision of dialysis treatments. Incoming water shall be at  
887 the appropriate temperature, and quantity, delivered with adequate pressure for the  
888 proper functioning of the dialysis machines and related equipment.

889                    11.4 Access to and all necessary code-compliant connections to a  
890 drain into a sewer system appropriate for the disposal of effluent solutions from  
891 dialysis procedures.

892                    11.5 Utilities, including electricity, gas and HVAC. Access to sufficient  
893 dedicated GFI electrical outlets necessary for the proper functioning of dialysis  
894 equipment, water purification devices and any other electrical device that may be  
895 required for patient care.

896                    11.6 Telecommunications including emergency call systems.  
897 Telephone and fax lines will include outside line usage located in the space provided  
898 for the provision of the Services.

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899           11.7 COUNTY's biomedical or maintenance department shall monitor  
900 electrical safety of dialysis equipment according to Joint Commission requirements.

901           11.8 COUNTY Obligation. COUNTY Hospital shall be responsible for  
902 the maintenance of its own equipment which is not provided by CONTRACTOR,  
903 including, without limitation, maintenance and water testing of equipment owned by  
904 the COUNTY. The COUNTY owns and will maintain the water system that supplies  
905 the water the CONTRACTOR utilizes in providing the services contemplated herein.  
906 COUNTY acknowledges and assumes full responsibility for all water quality testing.  
907 COUNTY agrees to provide water at a quality level that meets or exceeds  
908 Association for the Advancement of Medical Instrumentation (AAMI) guidelines.  
909 COUNTY acknowledges and assumes full and exclusive liability for any injury or  
910 liability to any patients arising out of the quality of the water. COUNTY specifically  
911 agrees to indemnify CONTRACTOR against any and all claims relating to the quality  
912 of the water, and waives sovereign immunity and any other immunity for any such  
913 indemnification claims. COUNTY agrees to make all periodic water testing results  
914 and water system maintenance records available to CONTRACTOR upon request.

915           11.9 Adequate and Safe Space (as defined herein), consistent with all  
916 applicable guidelines and regulations, to perform Services. "Safe Space" shall mean  
917 that CONTRACTOR personnel will be free from any real or threatened acts of  
918 physical violence from, but not limited to, COUNTY patients. If CONTRACTOR has  
919 reason to believe its personnel may be subject to any kind of physical abuse, the  
920 COUNTY agrees to work with CONTRACTOR to establish and maintain "Safe

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921 Space” by, for example, providing security personnel, though the exact measures  
922 taken will be mutually agreed upon by both parties at that specific time.

923           11.10 All physical restraints, chemical restraints and other  
924 personnel/equipment necessary or appropriate to restrain patients to protect the  
925 safety of the Staff and other patients.

926           11.11 Emergency support services including emergency facility  
927 personnel, equipment and supplies.

928           11.12 Free parking in a safe environment within close proximity to  
929 COUNTY Hospital for all CONTRACTOR personnel.

930           11.13 Janitorial, in-house messenger, laundry, medical records,  
931 transcription, and environmental services, all as related to the Services including,  
932 without limitation, medical and hazardous waste removal.

933           11.14 Pharmaceuticals, medical supplies and other supplies not listed  
934 in Section 10 that are necessary and appropriate for the provision of the Services,  
935 including all intravenous replacement solutions, saline, peripheral fluids and plasma.

936           11.15 Blood banking, laboratory, x-ray services as required for patient  
937 care both on an emergent and non-emergent basis.

938           11.16 COUNTY nurses, social workers, or case managers shall  
939 provide the CONTRACTOR Staff with a daily listing or notification of inpatients  
940 requiring discharge services.

941           11.17 COUNTY nurses shall provide the CONTRACTOR Staff with a  
942 daily listing of inpatients requiring dialysis or related services.

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943                   11.18 The COUNTY shall complete a CONTRACTOR-provided  
944 quarterly satisfaction survey, related to the CONTRACTOR's performance under this  
945 Agreement.

946                   11.19 All necessary medical record charting forms.

947                   11.20 Within one week of the Effective Date, the COUNTY shall  
948 provide the CONTRACTOR's staff with appropriate identification to allow all access  
949 to the COUNTY premises necessary to perform the Services.

950                   11.21 All equipment and supplies necessary for CONTRACTOR to  
951 comply with all COUNTY policies and procedures with respect to the treatment of  
952 patients with communicable diseases and/or infections in conjunction with the  
953 provision of Services, as long as such policies and procedures are consistent with  
954 CONTRACTOR's polices and procedures for the provision of Services.

955                   11.22 Orientation to all CONTRACTOR Staff with respect to  
956 COUNTY's policies and procedures applicable to the provision of the Services (e.g.  
957 fire safety, evacuation procedure, hazardous materials, communication, safety, etc.),  
958 so long as such policies and procedures are consistent with those of CONTRACTOR.

959                   11.23 Pre and post dialysis weights for patients.

960                   11.24 A mutually agreed upon STAT protocol.

961                   11.25 Annual testing for CONTRACTOR staff to insure tuberculosis  
962 masks fit properly.

963                   11.26 COUNTY shall make COUNTY nurses working in COUNTY's  
964 Intensive Care Unit ("ICU Nurses") available for training with respect to nursing



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965 coverage for COUNTY's CRRT patients. ICU Nurses will then provide continuous  
966 coverage of COUNTY's CRRT patients. Failure to do so will be deemed a material  
967 breach by COUNTY of the Agreement.

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968

**Exhibit A.1 – RN Job Description**

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**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER  
REGISTERED NURSE JOB DESCRIPTION - DIALYSIS**

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- 972 • Follows COUNTY Check in / Check out procedure.
- 973 • Receives report from the patient's nurse prior to initiating dialysis.
- 974 • Reassesses each patient's dialysis needs whenever warranted by the patient's
- 975 condition.
- 976 • Contributes to the plan of care as appropriate.
- 977 • Administers dialysis medications according to RCRMC policies.
- 978 • Assesses and documents effectiveness/untoward effects of medications and
- 979 treatments.
- 980 • Performs treatments and procedures with consideration of common nursing practice,
- 981 RCRMC's policy and procedure, sterile technique, standard precautions and patient
- 982 privacy.
- 983 • Documents response to care.
- 984 • Documents treatments in a legible and accurate manner to include date and time of
- 985 entry, signature, and title.
- 986 • Educates patient/family regarding dialysis and care based on his/her assessed
- 987 needs.
- 988 • Promptly communicates change in patients' clinical condition to physicians and other
- 989 health care team members as appropriate.
- 990 • Uses SBAR communication for all handoffs.
- 991 • Demonstrates consideration of patient rights including confidentiality, safety, and
- 992 patient participation in plan of care.
- 993 • Evaluates and documents patient care provided and the effectiveness of patient
- 994 teaching
- 995 • Demonstrates knowledge of application criteria for restrains and the ability to manage
- 996 patients in restraints per COUNTY's policy.
- 997 • Follows the National Patient Safety Goals.
- 998 • Follows COUNTY's policy on use of two patient identifiers.
- 999 • Understands Disaster Plan and own role.
- 1000 • Understands how to activate the Rapid Response Team.
- 1001 • Completes orientation to the following Life Safety Standards
- 1002     > Code Blue
- 1003     > Code Pink (Infant abduction)
- 1004     > Haz Mat Spills
- 1005     > Code Red (Fire)
- 1006     > Oxygen shut off valve
- 1007 • Follows COUNTY's infection prevention and control policies.
- 1008 • Demonstrates knowledge of blood transfusion policy and documentation.
- 1009 • Understands the Chain of Command and accesses it appropriately.
- 1010 • Follows guidelines for Core Measures and Vaccine protocol.

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- 1011
- 1012
- 1013
- 1014
- Follow COUNTY's Hand Hygiene, including Hand and nail Care Policy. Washes hands before and after each patient contact.
  - Gives report to patient's nurse regarding how patient tolerated procedure and any interventions prior to leaving COUNTY'.

1015 ***My signature acknowledges that I have reviewed and understand the accountabilities***

1016 ***outlined in this job description. I also understand that this document is intended to***

1017 ***identify major duties and responsibilities of the position and that the RCRMC***

1018 ***expressly reserves the right, upon the Agreement of the CONTRACTOR, to modify,***

1019 ***supplement, delete or augment the tasks and expectations specified in this job***

1020 ***description.***

1021

1022 **Employee Name (Print):** \_\_\_\_\_

1023

1024 **Employee Signature:** \_\_\_\_\_

1025

1026 **Date Acknowledged and Copy Received:** \_\_\_\_\_

1027

1028 **Supervisor's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Exhibit A.2 – Job Description**

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER  
JOB DESCRIPTION - CONTRACTOR/VENDOR**

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**SUMMARY OF DUTIES**

- Follow COUNTY Check in / Check out procedure.
- Display knowledge of basic Safety procedures.
- Display understanding of what to do if a chemical is spilled or released.
- Display understanding of lockout / tagout procedures.
- Display knowledge of the medical equipment used.
- Understand the frequency and use of emergency generators.
- Display knowledge of electromagnetic interference.
- Provide all needed information and service reports to Plant Operations prior to leaving job site.
- Interact with in-house Biomed Department in order to explain procedures and answer questions.
- Maintain positive working relationships with in-house and support staff.
- Maintain positive working relationship with supervisor and managers.
- Manage work efficiently and effectively to complete tasks within an appropriate time frame.
- Display a willing approach to performance improvement.
- Knowledge of Life Safety Standards (Code Blue, Pink, Red, Yellow, Green, Triage)
- Knowledge of correct use of personal protective equipment.
- Complete competency skills assessment yearly.

***My signature acknowledges that I have reviewed and understand the accountabilities outlined in this job description. I also understand that this document is intended to identify major duties and responsibilities of the position and that the RCRMC expressly reserves the right upon the Agreement of the CONTRACTOR to modify, supplement, delete or augment the tasks and expectations specified in this job description.***

**Contracted Employee Name (Print):** \_\_\_\_\_

**Contracted Employee Signature:** \_\_\_\_\_

**Date Acknowledged and Copy Received:** \_\_\_\_\_

**Plant Operations Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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1073

**Exhibit B**

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**Fee Schedule**

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*NOTE: the fees listed in the schedule set forth below include services provided to non-admitted persons who are kept at COUNTY for observational purposes for a period of less than twenty-four (24) hours without being admitted at that time.*

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**Hemodialysis:**

Hemodialysis-Adult: 1:1 patient to staff ratio, up to 4 hours \$455 per treatment

Hemodialysis: additional charge per half hour for treatments \$50 per ½ hour

ordered longer than 4 hours

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**Peritoneal Dialysis (PD: CAPD, CCPD)**

CCPD-Adult (per treatment visit) (1) \$350 per treatment visit

CAPD-Adult (per treatment visit) (1) \$350 per treatment visit

1081

**Continuous Renal Replacement Therapy (CRRT: SCUF, CVVH, CVVHD, CVVHDF)**

CRRT-Adult (per day) (2) \$650 per day

CRRT cartridge (each cartridge separately billable) \$200 each cartridge

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**Nursing Services**

Dec clotting Central Venous Catheters (TPA) \$50 per ½ hour

RN Consultation (3) \$50 per ½ hour

1083

**Miscellaneous**

Differential: Same Day Service (4) \$150 per treatment/visit

Differential: Weekends and Holidays (5) \$75 per treatment/visit

Cancellation: (6) \$300 per cancellation

Waiting time (after first 15 minutes) \$50 per ½ hour

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**PROFESSIONAL SERVICES AGREEMENT  
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**Exhibit B Footnoted Descriptions**

- (1)** Includes CCPD equipment, dialysate, supplies and labor with minimum of 2 nursing visits per day
- (2)** Includes Fresenius CRRT equipment, labor and dialysate. Pre-dilution replacement solution is dispensed from COUNTY Pharmacy and is not included. Minimum of two (2) nursing visits per day required. Cartridges are charged separately.
- (3)** Any service authorized by the COUNTY that is not otherwise described in Exhibit B.
- (4)** Differential for "same day service called in after hours" will only be assessed for orders received after 5:00 pm on the day the treatment is to be performed.
- (5)** Observed Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- (6)** COUNTY to provide CONTRACTOR at least, four (4) hours advance notice of any cancellations prior to scheduled Service/procedure or Cancellation Fee applies.

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**PROFESSIONAL SERVICES AGREEMENT  
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**Exhibit C**

**Discharge Services**

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1. CONTRACTOR shall provide Staff who are qualified personnel to provide the following Discharge Services
  - (a) Education of ESRD patients (“Discharge Evaluation Patients”) beyond required Continuity of Care guidelines, including topics related to grant programs for ESRD patients, financial obligations post-discharge and modality options.
  - (b) Outpatient clinic availability inquiries and communication availability to the COUNTY.
  - (c) Assist COUNTY with the education of Discharge Evaluation Patients on outpatient clinic placement.
  - (d) Assist COUNTY with the education of Discharge Evaluation Patients on insurance issues necessary to obtain outpatient dialysis services.
  - (e) Assist COUNTY in checking the availability of outpatient dialysis facilities within a designated geographic area, confirming final outpatient placement with Discharge Evaluation Patients and dialysis facilities, and facilitating the transfer of necessary medical records.
  - (f) Counsel Discharge Evaluation Patients and their family members regarding post-discharge dialysis services.
2. CONTRACTOR Staff shall make available to COUNTY, Discharge Plan Patients and their families or other interested persons a list of all available Medicare-participating dialysis facilities within a geographic area requested by the Discharge Plan Patient or his/her family members. Dialysis facilities may request to be listed as available. The list shall be presented either in order of geographic proximity to the Discharge Plan Patient, or alphabetically. CONTRACTOR Staff shall disclose to Discharge Plan Patients and their family members or other interested persons CONTRACTOR’s direct or indirect

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- 1128 ownership of more than 5% of any of the dialysis facilities listed as available.  
1129 CONTRACTOR shall not attempt to influence Discharge Plan Patients' choice  
1130 of dialysis facilities.
- 1131 3. CONTRACTOR Staff shall inform each Discharge Plan Patient of his/her  
1132 choice of available dialysis facilities and, where possible, shall respect and  
1133 honor a Discharge Plan Patient's choice of dialysis facility and shall implement  
1134 the discharge plan pursuant to that choice.
- 1135 4. CONTRACTOR Staff shall document that the Discharge Plan Patient was  
1136 informed of his/her choice of dialysis facilities, informed of CONTRACTOR's  
1137 ownership interest in any available facilities and presented with a list of  
1138 available dialysis facilities.
- 1139 5. COUNTY will invite CONTRACTOR Staff to all meetings related to discharge  
1140 planning for patients requiring ongoing dialysis services.
- 1141 6. CONTRACTOR Staff shall work with COUNTY discharge planning personnel  
1142 to ensure that the COUNTY maintains supervision over the Discharge  
1143 Services furnished by CONTRACTOR.
- 1144 1. CONTRACTOR Staff shall not provide any discharge planning  
1145 services to COUNTY relating to patients who do not require on-  
1146 going dialysis services following discharge, except to the extent  
1147 that such patients are evaluated for required post-discharge  
1148 dialysis services but who are determined through that discharge  
1149 evaluation not to require post-discharge dialysis services.
- 1150 2. CONTRACTOR Staff shall disclose to all Discharge Plan  
1151 Patients CONTRACTOR's affiliation with COUNTY under this  
1152 Agreement and shall obtain a written acknowledgement of such  
1153 disclosure from all Discharge Plan Patients.



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1154 **Exhibit D**

1155 **Six-Monthly Data Request**

1156

1157 COUNTY shall provide CONTRACTOR with the data set forth below within thirty (30)  
1158 days after the end of each Contract Bi-Quarter.

1159 **Data Range:**

1160 Data Range: Six-Months

1161

1162 **Data Request Criteria:**

1163 **Dataset 1: Revenue Charge Code – 800, 801, 802, 803, 809**

1164 **Dataset 1 Fields:**

1165 Column 1) Medical Record Number

1166 Column 2) Patient Account Number

1167 Column 3) Patient Name First

1168 Column 4) Patient Name Last

1169 Column 5) Patient Date of Birth

1170 Column 6) Admit Date

1171 Column 7) Discharge Date

1172 Column 8) Revenue Charge Code

1173 Column 9) Revenue Charge Code Date

1174 Column 10) Revenue Charge Description

1175 Column 11) Primary DRG Code (Diagnosis Related Group)

1176 Column 12) Primary DRG Description

1177 Column 13) Secondary DRG Code (Diagnosis Related Group)

1178 Column 14) Secondary DRG Description

1179 Column 15) Financial Class

1180 Column 16) Financial Class Description (if available)

1181 Column 17) Benefit Plan

1182 Column 19) Discharge Disposition

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1183 **Dataset 2: Medical Record Numbers contained in Dataset 1 - All ICD-9 Codes**

1184 Dataset 2 Fields:

- 1185 Column 1) Medical Record Number
- 1186 Column 2) Patient Account Number
- 1187 Column 3) Patient Name First
- 1188 Column 4) Patient Name Last
- 1189 Column 5) Patient Date of Birth
- 1190 Column 6) Admit Date
- 1191 Column 7) Discharge Date
- 1192 Column 8) ICD-9 Diagnosis Code (ESRD Codes)
- 1193 Column 9) ICD-9 Diagnosis Code Description
- 1194 Column 10) Primary DRG Code (Diagnosis Related Group)
- 1195 Column 11) Primary DRG Description
- 1196 Column 12) Secondary DRG Code (Diagnosis Related Group)
- 1197 Column 13) Secondary DRG Description
- 1198 Column 14) Financial Class
- 1199 Column 15) Financial Class Description (if available)
- 1200 Column 16) Benefit Plan
- 1201 Column 17) Discharge Disposition

1202

1203 **Dataset 3: Medical Record Numbers contained in Dataset 1 - All Revenue**

1204 **Charge Codes.**

1205 Dataset 3 Fields:

- 1206 Column 1) Medical Record Number
- 1207 Column 2) Patient Account Number
- 1208 Column 3) Revenue Code
- 1209 Column 4) Revenue Code Description
- 1210 Column 5) Admit Date
- 1211 Column 6) Discharge Date

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**Exhibit E**

1212

1213           This HIPAA Business Associate Agreement Addendum (“Addendum”)  
1214 supplements, and is made part of the Professional Services Agreement (the  
1215 “Underlying Agreement”) between the County of Riverside (“County”) and **Renal**  
1216 **Treatment Centers – California, Inc.** (“CONTRACTOR”) as of the date of approval  
1217 by both parties (the “Effective Date”).

1218 **RECITALS**

1219           WHEREAS, County and CONTRACTOR entered into the Underlying  
1220 Agreement pursuant to which CONTRACTOR provides services to County, and in  
1221 conjunction with the provision of such services certain Protected Health Information  
1222 (“PHI”) and/or certain electronic Protected Health Information (ePHI) may be made  
1223 available to CONTRACTOR for the purposes of carrying out its obligations under the  
1224 Underlying Agreement; and,

1225           WHEREAS, the provisions of the Health Insurance Portability and  
1226 Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the  
1227 regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”) and/or Part  
1228 162 (the “Security Rule”), as may be amended from time to time, which are  
1229 applicable to the protection of any disclosure of PHI and/or ePHI pursuant to the  
1230 Underlying Agreement; and,

1231           WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

1232           WHEREAS, CONTRACTOR, when a recipient of PHI and/or ePHI from  
1233 County, is a Business Associate as defined in the Privacy Rule; and,

1234           WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI  
1235 be in compliance with the Privacy Rule, Security Rule, or other applicable law;

1236           NOW, THEREFORE, in consideration of the mutual promises and covenants  
1237 contained herein, the parties agree as follows:

1238           1. Definitions. Unless otherwise provided in this Addendum, capitalized terms  
1239 shall have the same meanings as set forth in the Privacy Rule and/or  
1240 Security Rule, as may be amended from time to time.

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1241 2. Scope of Use and Disclosure by CONTRACTOR of County Disclosed PHI  
1242 and/or ePHI

1243 A. CONTRACTOR shall be permitted to use PHI and/or ePHI disclosed to  
1244 it by the County:

1245 (1) On behalf of the County, or to provide services to the County for the  
1246 purposes contained herein, if such use or disclosure would not  
1247 violate the Privacy Rule and/or Security Rule;

1248 (2) As necessary to perform any and all of its obligations under the  
1249 Underlying Agreement.

1250 B. Unless otherwise limited herein, in addition to any other uses and/or  
1251 disclosures permitted or authorized by this Addendum or required by  
1252 law, CONTRACTOR may:

1253 (1) Use the PHI and/or ePHI in its possession for its proper  
1254 management and administration and to fulfill any legal obligations.

1255 (2) Disclose the PHI and/or ePHI in its possession to a third party for  
1256 the purpose of CONTRACTOR's proper management and  
1257 administration or to fulfill any legal responsibilities of  
1258 CONTRACTOR. CONTRACTOR may disclose PHI and/or ePHI as  
1259 necessary for CONTRACTOR's operations only if:

1260 (a) The disclosure is required by law; or

1261 (b) CONTRACTOR obtains written assurances from any person or  
1262 organization to which CONTRACTOR will disclose such PHI  
1263 and/or ePHI that the person or organization will:

1264 (i) Hold such PHI and/or ePHI in confidence and use or further  
1265 disclose it only for the purpose of which CONTRACTOR  
1266 disclosed it to the third party, or as required by law; and,

1267 (ii) The third party will notify CONTRACTOR of any instances of  
1268 which it becomes aware in which the confidentiality of the  
1269 information has been breached.

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1270 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or  
1271 ePHI with that of other data for the purpose of providing County with  
1272 data analyses related to the Underlying Agreement, or any other  
1273 purpose, financial or otherwise, as requested by County.

1274 (4) Not disclose PHI and/or ePHI disclosed to CONTRACTOR by  
1275 County not authorized by the Underlying Agreement or this  
1276 Addendum without patient authorization or de-identification of the  
1277 PHI and/or ePHI as authorized in writing by County.

1278 (5) De-identify any and all PHI and/or ePHI of County received by  
1279 CONTRACTOR under this Addendum provided that the de-  
1280 identification conforms to the requirements of the Privacy Rule  
1281 and/or Security Rule and does not preclude timely payment and/or  
1282 claims processing and receipt.

1283 C. CONTRACTOR agrees that it will neither use nor disclose PHI and/or  
1284 ePHI it receives from County, nor from another business associate of  
1285 County, except as permitted or required by this Addendum, or as  
1286 required by law, or as otherwise permitted by law.

1287 D. Notwithstanding the foregoing, in any instance where applicable state  
1288 and/or federal laws and/or regulations are stricter in their requirements  
1289 than the provisions of HIPAA and prohibit the disclosure of mental  
1290 health, and/or substance abuse records, the applicable state and/or  
1291 federal laws and/or regulations shall control the disclosure of records.

1292 3. Obligations of County.

1293 A. County agrees that it will make its best efforts to promptly notify  
1294 CONTRACTOR in writing of any restrictions on the use and disclosure  
1295 of PHI and/or ePHI agreed to by County that may affect  
1296 CONTRACTOR's ability to perform its obligations under the Underlying  
1297 Agreement, or this Addendum.

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- 1298 B. County agrees that it will make its best efforts to promptly notify  
1299 CONTRACTOR in writing of any changes in, or revocation of,  
1300 permission by any individual to use or disclose PHI and/or ePHI, if such  
1301 changes or revocation may affect CONTRACTOR's ability to perform its  
1302 obligations under the Underlying Agreement, or this Addendum.
- 1303 C. County agrees to make it's best efforts to promptly notify  
1304 CONTRACTOR in writing of any known limitation(s) in its notice of  
1305 privacy practices to the extent that such limitation may affect  
1306 CONTRACTOR's use or disclosure of PHI and/or ePHI.
- 1307 D. County shall not request CONTRACTOR to use or disclose PHI and/or  
1308 ePHI in any manner that would not be permissible under the Privacy  
1309 Rule and/or Security Rule.
- 1310 E. County will obtain any authorizations necessary for the use or  
1311 disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its  
1312 obligations under this Addendum and/or the Underlying Agreement.
- 1313 4. Obligations of CONTRACTOR. In connection with its use of PHI and/or  
1314 ePHI disclosed by County to CONTRACTOR, CONTRACTOR agrees to:
- 1315 A. Use or disclose PHI and/or ePHI only as permitted or required by this  
1316 Addendum or as required by law.
- 1317 B. Use reasonable and appropriate safeguards to prevent use or  
1318 disclosure of PHI and/or ePHI other than as provided for by this  
1319 Addendum.
- 1320 C. To the extent practicable, mitigate any harmful effect that is known to  
1321 CONTRACTOR of a use or disclosure of PHI and/or ePHI by  
1322 CONTRACTOR in violation of this Addendum.
- 1323 D. Report to County any use or disclosure of PHI and/or ePHI not provided  
1324 for by this Addendum of which CONTRACTOR becomes aware.

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- 1325 E. Require sub-CONTRACTORS or agents to whom CONTRACTOR  
1326 provides PHI and/or ePHI to agree to the same restrictions and  
1327 conditions that apply to CONTRACTOR pursuant to this Addendum.
- 1328 F. Use appropriate administrative, technical and physical safeguards to  
1329 prevent inappropriate use or disclosure of PHI and/or ePHI created or  
1330 received for or from the County.
- 1331 G. Obtain and maintain knowledge of the applicable laws and regulations  
1332 related to HIPAA, as may be amended from time to time.
- 1333 5. Access to PHI, Amendment and Disclosure Accounting. CONTRACTOR  
1334 agrees to:
- 1335 A. Provide access, at the request of County, within five (5) days, to PHI in  
1336 a Designated Record Set, to the County, or to an Individual as directed  
1337 by the County.
- 1338 B. To make any amendment(s) to PHI in a Designated Record Set that the  
1339 County directs or agrees to at the request of County or an Individual  
1340 within sixty (60) days of the request of County.
- 1341 C. To assist the County in meeting its disclosure accounting under HIPAA:
- 1342 (1) CONTRACTOR agrees to document such disclosures of PHI and  
1343 information related to such disclosures as would be required for the  
1344 County to respond to a request by an Individual for an accounting of  
1345 disclosures of PHI.
- 1346 (2) CONTRACTOR agrees to provide to County or an Individual, within  
1347 sixty (60) days, information collected in accordance with this section  
1348 to permit the County to respond to a request by an Individual for an  
1349 accounting of disclosures of PHI.
- 1350 (3) CONTRACTOR shall have available for the County the information  
1351 required by this section for the six (6) years preceding the County's  
1352 request for information (except the CONTRACTOR need have no  
1353 information for disclosures occurring before April 14, 2003).

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- 1354 D. Make available to the County, or to the Secretary of Health and Human  
1355 Services, CONTRACTOR's internal practices, books and records  
1356 relating to the use of and disclosure of PHI for purposes of determining  
1357 CONTRACTOR's compliance with the Privacy Rule, subject to any  
1358 applicable legal restrictions.
- 1359 E. Within thirty (30) days of receiving a written request from County, make  
1360 available any and all information necessary for County to make an  
1361 accounting of disclosures of County PHI by CONTRACTOR.
- 1362 F. Within thirty (30) days of receiving a written request from County,  
1363 incorporate any amendments or corrections to the PHI in accordance  
1364 with the Privacy Rule in the event that the PHI in CONTRACTOR's  
1365 possession constitutes a Designated Record Set.
- 1366 G. Not make any disclosure of PHI that County would be prohibited from  
1367 making.
- 1368 6. Access to ePHI, Amendment and Disclosure Accounting. In the event  
1369 CONTRACTOR needs to create or have access to County ePHI,  
1370 CONTRACTOR agrees to:
- 1371 A. Implement and maintain reasonable and appropriate administrative,  
1372 physical, and technical safeguards to protect the confidentiality of, the  
1373 integrity of, the availability of, and authorized persons' accessibility to,  
1374 County ePHI as applicable under the terms and conditions of the  
1375 Underlying Agreement. The ePHI shall include that which the  
1376 CONTRACTOR may create, receive, maintain, or transmit on behalf of  
1377 the County.
- 1378 B. Ensure that any agent, including a subCONTRACTOR, to whom  
1379 CONTRACTOR provides ePHI agrees to implement reasonable and  
1380 appropriate safeguards.
- 1381 C. Report to County any security incident of which CONTRACTOR  
1382 becomes aware that concerns County ePHI.



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**7. Term and Termination.**

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that CONTRACTOR has breached a material provision of this Addendum. Alternatively, County may choose to provide CONTRACTOR with notice of the existence of an alleged material breach and afford CONTRACTOR with an opportunity to cure the alleged material breach. In the event CONTRACTOR fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, CONTRACTOR shall return or destroy all PHI and/or ePHI received from the County, or created or received by CONTRACTOR on behalf of County, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subCONTRACTORs or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the

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1412 return or destruction not feasible, for so long as CONTRACTOR  
1413 maintains such PHI and/or ePHI.

1414 **8. Hold Harmless/Indemnification**

1415 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts,  
1416 Special Districts and Departments of the County, their respective directors,  
1417 officers, Board of Supervisors, elected and appointed officials, employees,  
1418 agents and representatives from any liability whatsoever, based or  
1419 asserted upon any services of CONTRACTOR, its officers, employees,  
1420 subCONTRACTORs, agents or representatives arising out of or in any way  
1421 relating to this Addendum, including but not limited to property damage,  
1422 bodily injury, or death or any other element of any kind or nature  
1423 whatsoever including fines, penalties or any other costs and resulting from  
1424 any reason whatsoever arising from the performance of CONTRACTOR,  
1425 its officers, agents, employees, subCONTRACTORs, agents or  
1426 representatives from this Addendum. CONTRACTOR shall defend, at its  
1427 sole expense, all costs and fees including but not limited to attorney fees,  
1428 cost of investigation, defense and settlements or awards all Agencies,  
1429 Districts, Special Districts and Departments of the County, their respective  
1430 directors, officers, Board of Supervisors, elected and appointed officials,  
1431 employees, agents and representatives in any claim or action based upon  
1432 such alleged acts or omissions.

1433 With respect to any action or claim subject to indemnification herein by  
1434 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to  
1435 use counsel of their choice, subject to the approval of County, which shall  
1436 not be unreasonably withheld, and shall have the right to adjust, settle, or  
1437 compromise any such action or claim without the prior consent of County;  
1438 provided, however, that any such adjustment, settlement or compromise in  
1439 no manner whatsoever limits or circumscribes CONTRACTOR's  
1440 indemnification to County as set forth herein. CONTRACTOR's obligation

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1441 to defend, indemnify and hold harmless County shall be subject to County  
1442 having given CONTRACTOR written notice within a reasonable period of  
1443 time of the claim or of the commencement of the related action, as the  
1444 case may be, and information and reasonable assistance, at  
1445 CONTRACTOR's expense, for the defense or settlement thereof.  
1446 CONTRACTOR's obligation hereunder shall be satisfied when  
1447 CONTRACTOR has provided to County the appropriate form of dismissal  
1448 relieving County from any liability for the action or claim involved.

1449 The specified insurance limits required in the Underlying Agreement of this  
1450 Addendum shall in no way limit or circumscribe CONTRACTOR's  
1451 obligations to indemnify and hold harmless the County herein from third  
1452 party claims arising from the issues of this Addendum.

1453 In the event there is conflict between this clause and California Civil Code  
1454 Section 2782, this clause shall be interpreted to comply with Civil Code  
1455 2782. Such interpretation shall not relieve the CONTRACTOR from  
1456 indemnifying the County to the fullest extent allowed by law.

1457 In the event there is a conflict between this indemnification clause and an  
1458 indemnification clause contained in the Underlying Agreement of this  
1459 Addendum, this indemnification shall only apply to the subject issues  
1460 included within this Addendum.

1461 **9. General Provisions.**

1462 A. Amendment – the parties agree to take such action as is necessary to  
1463 amend this Addendum from time to time as is necessary for County to  
1464 comply with the Privacy Rule, Security Rule, and HIPAA generally.

1465 B. Survival – the respective rights and obligations of this Addendum shall  
1466 survive the termination or expiration of this Addendum.

1467 C. Regulatory References – a reference in this Addendum to a section in  
1468 the Privacy Rule and/or Security Rule means the section(s) as in effect  
1469 or as amended.

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- 1470 D. Conflicts – any ambiguity in this Addendum and the Underlying  
1471 Agreement shall be resolved to permit County to comply with the  
1472 Privacy Rule, Security Rule, and HIPAA generally.
- 1473 E. Interpretation of Addendum – this Addendum shall be construed to be a  
1474 part of the Underlying Agreement as one document. The purpose is to  
1475 supplement the Underlying Agreement to include the requirements of  
1476 HIPAA.