

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

603



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
November 5, 2012

**SUBJECT:** Approve the Agreement between Riverside County Foundation for Medical Care (RCFMC) and County of Riverside, Department of Public Health (DOPH) for Emergency Medical Services (EMS) Physicians Claims Processing. (Contract #12-154)

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

1. Approve the Agreement with RCFMC in the amount of four hundred thousand dollars (\$400,000) annually for the performance period of July 1, 2012 through June 30, 2015, with options to renew in one year increments from July 1, 2015 through June 30, 2017; and
2. Authorize the Chairman of the Board to execute four (4) originals of said Agreement; and
3. Authorize the Purchasing Agent to make ministerial amendments and sign option - one year amendments from July 1, 2015 through June 30, 2017, not to exceed the authorized amount of four hundred thousand dollars (\$400,000) annually.

**BACKGROUND (on page 2)**  
BM/ys

*Susan D. Harrington*  
Susan Harrington, Director of Public Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 400,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> State Emergency Medical Services Appropriation SB2132, MADDY and SB 1773	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 12/9/03, Item #: 3.5  
04/22/08, Item #: 3.4

District: All  
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
Agenda Number:

3.13

FORM APPROVED BY COUNTY COUNSEL  
BY: *Neil R. Kipnis* DATE: 11/13/12  
Departmental Concurrence  
Purchasing: *Mark Seifert*, Assistant Director

**SUBJECT:** Approve the Agreement between Riverside County Foundation for Medical Care (RCFMC) and County of Riverside, Department of Public Health (DOPH) for Emergency Medical Services (EMS) Physicians Claims Processing. (Contract #12-154)

**BACKGROUND:**

On December 9, 2003, (Agenda Item #3.5), the Board approved and executed an agreement with Riverside County Foundation for Medical Care (RCFMC) effective July 1, 2003 with annual renewals through June 30, 2008. On April 22, 2008, (Agenda Item #3.4), the Board approved and executed an agreement with RCFMC effective July 1, 2009 with annual renewals through June 30, 2012. RCFMC provides physician payment services for the County in conformity with State mandates for physician payments under the Emergency Medical Services Act (Health and Safety Code Section 1797.98 et. seq.). Under this agreement, RCFMC compensates the physician directly and the County reimburses RCFMC from designated trust fund monies in accordance with the established EMS payment protocol.

The County with the assistance of RCFMC has established a protocol for compensating current physicians at a rate equal to the adopted fee schedule (100% allowable claims divided by cash available per the MADDY Fund 11038 Reconciliation report).

This arrangement facilitates the County's ability to identify physicians eligible for reimbursement, and to compensate them consistently. RCFMC has served both the County and the medical community in this capacity for twelve years.

Pursuant to State law #1797.98a up to 10% of these funds can be used for administration of this program.

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Emergency Medical Services Agency		CONTRACT NO. 12-154	RFP NO. -----
FUND: 11038	DEPARTMENT IDs: 4200102400	PROJECT-GRANT N/A	PROGRAM N/A
CLASS/LOCATION: 6572-33222		CONTRACT AMOUNT \$400,000, Annually	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE:		July 1, 2012 through June 30, 2015 with options to renew in one year increments from July 1, 2015 through June 30, 2017	
COUNTY CONTACT: Ahmad Al-Tohami (951) 358-5996		CONTRACTOR REPRESENTATIVE: Dolores Green (951) 686-3342	
PROGRAM NAME: Emergency Medical Services Physicians Claims			

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Public Health (DOPH), hereinafter referred to as ("COUNTY"), and

Riverside County Foundation for Medical Care,

hereinafter referred to as ("CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, A physician who makes claims for patients who meet program criteria for Emergency Medical Services (EMS) programs under Emergency Medical Services Act (Health and Safety Code Section 1797.98 et seq.), said claims shall be eligible for processing under the terms of this contract; and

**WHEREAS**, COUNTY is required to administer and disperse funds to physicians per (Health and Safety Code Section 1797.98 et seq.); and

**WHEREAS**, CONTRACTOR is an experienced claims administrator with established procedures for the review and payment of claims, peer review and screening standards of health care.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 13, Exhibit A, consisting of one (1) page(s), Exhibit B consisting of one (1) page(s), Attachment A consisting of seven (7) page(s), attached hereto and incorporated herein.

**CONTRACTOR**

Riverside County Foundation for Medical Care

**COUNTY**

By \_\_\_\_\_

Print Name

Date \_\_\_\_\_

By \_\_\_\_\_

John F. Tavaglione,  
Chairman of the Board of Supervisors

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL  
BY [Signature] DATE 11/13/12  
NEAL R. KIPNIS

1. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, consisting of two (2) page(s), attached hereto and by this reference incorporated herein.

2. **PERIOD OF PERFORMANCE.**

2.1 This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

2.2 This Agreement shall be effective on July 1, 2012 through June 30, 2015, with options to renew annually through June 30, 2017, unless terminated as specified in Section 14 TERMINATION.

3. **COMPENSATION.**

3.1 In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISION, attached hereto and incorporated herein.

3.2 Maximum payment by COUNTY to CONTRACTOR shall not exceed four hundred thousand dollars (\$400,000) annually, including all expenses.

4. **AVAILABILITY OF FUNDING.** - It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of County of Riverside, Community Health Agency funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing.

5. **HOLD HARMLESS/INDEMNIFICATION.**

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

representatives (individually and collectively hereinafter referred to as Indemnities) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnities from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.

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

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

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

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

## 6. INDEPENDENT CONTRACTOR.

6.1 It is the parties' intention that CONTRACTOR is an independent CONTRACTOR and not an employee of the COUNTY, and in conformity, therewith that CONTRACTOR shall retain sole and absolute discretion and judgment in the manner

and means of carrying out his/her duties. Therefore, CONTRACTOR is fully aware no relationship of employer-employee exists between the parties hereto. CONTRACTOR shall not be entitled to any benefits payable to employees of COUNTY including COUNTY Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent CONTRACTOR, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists because of this Agreement.

**6.2** It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

**6.3** The CONTRACTOR agrees to indemnify COUNTY for all Federal/State withholding or State retirement payments for which COUNTY may require to make by Federal or State government. If for any reason CONTRACTOR is determined not to be an independent CONTRACTOR to COUNTY carrying out the terms of this Agreement, such indemnification shall be paid in full to COUNTY upon sixty (60) days written notice to CONTRACTOR of a Federal and/or State determination that such payment is required.

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

**7.1 Workers' Compensation.**

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

## **7.2 Commercial General Liability.**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

## **7.3 Vehicle Liability.**

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

## **7.4 General Insurance Provisions - All lines.**

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

**7.4.2** The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement.

Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**7.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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

**7.4.5** If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services;



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

**7.4.6** CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

## **8. LICENSE.**

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

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

**8.3** A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

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

9. **RECORDS AND DOCUMENTS.**

9.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from the termination of this Agreement.

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

10. **EDD REPORTING REQUIREMENTS.** In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The selected CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the County of Riverside within 10 days of notification of award of contract when required by the EDD. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignments Orders and Notices of Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

11. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**. CONTRACTOR shall comply with the regulations of the Health Insurance Portability and Accountability Act as set forth in Attachment A, consisting of seven (7) pages.

12. **OSHA REGULATIONS**. CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

13. **MONITORING**. CONTRACTOR hereby agrees to establish procedures for self monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

14. **TERMINATION**. Either party may terminate this Agreement, without cause, upon thirty (30) working days written notice served upon the other party. Should COUNTY determine that there is basis for termination for cause; such termination shall be effective immediately upon receipt by CONTRACTOR of such notice of termination by certified mail.

15. **FORCE MAJEURE**.

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

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

**16. NONDISCRIMINATION AND ELIGIBILITY.**

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

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

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

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

**16.2.3** Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

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

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

**17. CONFLICT OF INTEREST.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. This CONTRACTOR further covenants that in the performance of this agreement, no person having any such interest shall be employed or retained by it under this Agreement.

**18. CONDUCT OF CONTRACTOR.**

18.1 CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

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

18.3 CONTRACTOR shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical , personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

18.4 CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors and entertainment directly or indirectly to COUNTY employees.

**19. ALTERATION.**

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

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

20. **SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. **ASSIGNMENT.** CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

22. **ADMINISTRATION.** The COUNTY Director of the Community Health Agency, or designee, shall administer this Agreement on behalf of the COUNTY.

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

24. **JURISDICTION, VENUE, ATTORNEY FEES.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

25. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

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

**COUNTY:**

County of Riverside, Community Health Agency  
Internal Support Services Contracts Administration  
4065 County Circle Drive  
Suite #305  
Riverside, CA 92503

**CONTRACTOR:**

Riverside County Foundation for Medical Care  
3993 Jurupa Avenue  
Riverside, CA 92506

or to such other address(es) as the parties may hereafter designate.

**“EXHIBIT A”****SCOPE OF SERVICES****RIVERSIDE COUNTY FOUNDATION FOR MEDICAL CARE**

(Emergency Medical Services Physician Claims)

The Riverside County Foundation for Medical Care, hereinafter referred to as CONTRACTOR, shall provide the following deliverables to the Riverside County Community Health Agency, herein referred to as COUNTY.

1. CONTRACTOR shall act as a third party administrator (TPA) for all Emergency Medical Services (EMS) claims submitted to the County's Fiscal Intermediary Services (FIS) by physicians or their groups for possible payment from SB-1773, EMSA and MADDY funds.
2. All physician claims shall be paid by CONTRACTOR at a rate equal to the adopted fee schedule (100% allowable claims divided by cash available per the MADDY Fund 11038 Reconciliation report).
3. Grievances related to claims payment and clarification and interpretation of coverage issues will be mediated at the first level by RCFMC, second level by Riverside County Medical Association (RCMA) and final level will be referred to COUNTY.
4. CONTRACTOR on or before January 31 of each contract year will provide completed IRS forms 1099 to providers who have rendered services paid through this Agreement.
5. CONTRACTOR shall inform the COUNTY of any changes in and/or updates of EMS enrolled physician data. This includes, but not limited to, changes in provider name, group incorporation, group members, tax identification number, billing address and billing telephone number within 7 days of the request from the COUNTY.
7. CONTRACTOR agrees to provide a preliminary check write to the COUNTY no later than 40 days from the date of receipt by the CONTRACTOR of the third month's claims for a given quarter.
8. Additionally, CONTRACTOR will perform all necessary re-assignment of funding source as defined by the COUNTY within 3 days.
9. CONTRACTOR shall mail any remittance and/or claim determination to the provider for a given quarter no later than 60 days from the date of receipt by the CONTRACTOR or within 7 days of funding by COUNTY.
10. CONTRACTOR shall be responsible for providing the physician with the Enrollment Package which contains: (Attachment B), Program Enrollment Provider Form, (Attachment C), Condition of Participating Agreement (Disclaimer), (Attachment D), EMSF Billing Procedures, (Attachment E), EMSF Program Services/Eligibility, (Attachment F), Instructions for Claims Submittal.
11. CONTRACTOR shall submit regular reports as required by Contracts Administration.



**“EXHIBIT B”**  
**PAYMENT PROVISIONS**

**RIVERSIDE COUNTY FOUNDATION FOR MEDICAL CARE**

(Emergency Medical Services Physician Claims)

Riverside County Foundation for Medical Care, (CONTRACTOR), shall be entitled to receive payment for services rendered as specified herein:

1. COUNTY agrees to pay, all acceptable invoices, as per requirements in item 2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the County policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a setoff in the amount of such error from any amount the COUNTY still owes CONTRACTOR.
2. Invoice (s), submitted to COUNTY, shall itemize actual expenses incurred; shall include CONTRACTOR'S name and address, and contain original signature of CONTRACTOR.
3. CONTRACTOR shall invoice COUNTY on a monthly basis for a monthly flat fee of twenty thousand dollars (\$20,000).
4. CONTRACTOR shall submit invoices to:

Riverside County Community Health Agency  
Emergency Medical Services Agency  
P.O. Box 7849  
Riverside, CA 92513-7849  
Attn: Bill Trop

5. On a quarterly basis COUNTY and CONTRACTOR will reconcile invoices to ensure that CONTRACTOR receives the 10% administrative funds designated by law.
6. MAXIMUM COMPENSATION payable to CONTRACTOR shall be four hundred thousand dollars (\$400,000) annually for the services referenced in Exhibit A, including all expenses.

## “ATTACHMENT A”

### HIPAA Business Associated Agreement Addendum to Contract

Between the County of Riverside and  
*[Riverside County Foundation for Medical Care]*

This HIPAA Business Associated Agreement Addendum (“Addendum”) supplements, and is made part of the *[Emergency Medical Services (EMS) Physician’s Claims Processing]* (the “Underlying Agreement”) between the COUNTY OF RIVERSIDE (“County”) and *[RIVERSIDE COUNTY FOUNDATION FOR MEDICAL CARE]* (“Contractor”) as of the date of approval by both parties (the “Effective Date”).

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information (“PHI”) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which area applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

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

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

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

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

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by Contractor of County Disclosed PHI

- A. Contractor shall be permitted to use PHI disclosed to it by the County:
- (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County.
  - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or Required by Law, Contractor may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor's operations only if:
    - (a) The disclosure is Required by Law; or
    - (b) Contractor obtains written assurance from any person or organization to which Contractor will disclose such PHI that the person or organization will:
      - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and
      - (ii) the third party will notify Contractor of any instance of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (4) Not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (5) De-identify any and all PHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy rule and does not preclude timely payment and/or claims processing and receipt.

- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as Required by Law, or as otherwise permitted by law.
3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Addendum or as Required by Law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
  - C. To the extent practicable, mitigate any harmful effect that is known to contractor of a use or disclosure of PHI by Contractor in violation of this Addendum.
  - D. Report to County any use or disclosure of PHI not provided for by this Addendum of which Contractor becomes aware.
  - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
4. PHI Access, Amendment and Disclosure Accounting.  
Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure on PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
  - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
  - C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.

- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County shall obtain any authorizations necessary for the use or disclosure of PHI, so the Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

6. 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 received from the County, or created or received by Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI 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 PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintain such PHI.

7. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any

services of Contractor, its officers, employees, subcontractors, agents or representatives arising out or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

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

8. General Provisions.

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

- B. Survival – the respective right and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement. To include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

**CONTRACTOR**

**COUNTY**

Riverside County Foundation for Medical Care

By \_\_\_\_\_

By \_\_\_\_\_

John F. Tavaglione,  
Chairman of the Board of Supervisors

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

Date \_\_\_\_\_

FORMAL APPROVED COUNTY COUNCIL  
 BY: Neal R. Kipnis DATE: 11/13/12

ATTEST:

By \_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

Date \_\_\_\_\_