

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

618



**SUBMITTAL DATE:**  
January 5, 2010

**FROM:** Riverside County Regional Medical Center

**SUBJECT:** Professional Services Agreement for Mobile Med, Inc.

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

- 1) Ratify and authorize the Chairman of the Board to execute the professional services agreement with Mobile Med, Inc. for the period between January 1, 2010 through June 30, 2010, with the option to renew for two-(2) additional one-year periods in an aggregate amount of \$90,000 annually;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

**BACKGROUND:** Riverside County Regional Medical Center (RCRMC) is a 520,000 square foot state-of-the-art tertiary care and level II adult and pediatric facility, with 362 beds in the hospitals main acute care and 12 operating rooms (OR). The OR staff performs approximately 312 procedures a year and the service for laser technician and equipment rental is used weekly.  
(continued on Page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 90,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**SOURCE OF FUNDS:** 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: *Michael R. Shetler*  
\_\_\_\_\_  
Michael R. Shetler

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 12, 2010  
xc: RCRMC, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
\_\_\_\_\_  
Deputy

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.14

FORM APPROVED COUNTY COUNSEL  
BY: *7-22-10* 12/28/10  
DATE: \_\_\_\_\_  
Department: \_\_\_\_\_  
T. MILLER, JR.

Purchasing: *Mark S. Seltzer*  
\_\_\_\_\_  
Mark Seltzer, Assistant Director

Dep't Recomm.: ☒ Policy  
Per Exec. Ofc.: ☒ Policy  
☐ Consent ☐ Consent

**TO:** Board of Supervisors

**Page:** 2

**SUBJECT:** Professional Services Agreement for Mobile Med, Inc.

**BACKGROUND:**

On August 03, 2009, County Purchasing on behalf of RCRMC released a Request for Proposal (RFP) MCARC116 to secure laser technician and equipment rental services. Notices about the RFP were mailed to three agencies and advertised on the County's internet/website. And on September 2, 2009, one (1) responsive bid was received. Since the County received only one proposal, County Purchasing contacted the other two vendors to inquire as to why they did not submit a bid. Both companies stated they did not have personnel on staff to perform the requested services. The bid was evaluated by a team comprised of three OR nurses. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that the proposal submitted from Mobile Med, Inc. was responsive and responsible to perform these specialized services on behalf of RCRMC.

Mobile Med, Inc. has been serving the Southern California medical community for over 23 years with a variety of laser and specialty equipment. In addition, Mobile Med has provided services to RCRMC in the past and understands the needs of the hospital. They maintain the latest laser technology and ensures on time delivery for all of its scheduled procedures.

**PRICE REASONABLENESS:**

The bid received by Mobile Med, Inc. provides a cost effective laser rental to the hospital without the financial exposure of capital or the additional staffing expenses that can occur using the latest surgical laser technology. Mobile Meds proposed rates for technician and equipment rental are within reason and has remained fairly consistent for the past four years. Based on price and value to the County, it is recommended that Mobile Med, Inc. be selected at their proposed rates.

**ATTACHMENT:**

Professional Services Agreement with Mobile Med, Inc.

**REVIEW/APPROVAL:**

County Counsel  
County Purchasing

DB:ns



## Memorandum

December 9, 2009

**To:** Riverside County Board of Supervisors

**From:** Douglas D. Bagley, Chief Executive Officer  
Riverside County Regional Medical Center

**Via:** Riverside County Purchasing Agent

**Subject:** Single Source Justification Request for Mobile Med, Inc.

---

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:  
**Laser Technician and equipment rental services**

Supplier being requested:  
**Mobile Med, Inc.**

Alternative suppliers that can or might be able to provide supply/service:  
**There are limited companies, which meet the hospitals standard requirements. Although some companies may offer equipment rental supply, they were not able to provide both laser technicians and equipment rental which the hospital needs and requires.**

Extent of market search conducted:  
**The market search included an internet search for laser technicians and equipment rental services. In addition, a Request for Proposal (MCARC116) was also released to solicit for these specific services. Notices about the bid were mailed to over three companies with similar services. Mobile Med, Inc. was the one responsible/responsive bid received.**

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:  
**Mobile Med, Inc. has been serving the Southern California medical community for over 23 years with a variety of laser and specialty equipment. In addition, Mobile Med has provided services to Riverside County Regional Medical Center (RCRMC) in the past**

and understand the needs of the hospital. They maintain the latest laser technology and ensure on time delivery of all scheduled procedures.

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

Mobile Med maintains the latest laser technology which meets both RCRMC standards and Joint Commission regulations. RCRMC has 12 operating rooms (OR) and RCRMC performs approximately 312 procedures a year (approximately 6 to 7 procedures in a week). The service for laser technician and equipment rental is used weekly which is considerably needed by the OR staff.

Price Reasonableness:

The single bid received from Mobile Med, Inc. provides cost effective laser rental to the hospital without the financial exposure of capital or the additional staffing expenses than can occur using the latest surgical laser technology. Based on price and value to the County and as the single most responsive bid received, the proposed rates for both the technician and equipment rental fees were within reason.

Breakdown of costs:

Professional Component: (hourly rate)	
Technician	\$75.00
Equipment Rental Component: (flat rate fee)	
KTP / YAG Laser	\$300.00
KTP / YAG Laser (200 – 600 micron)	\$150.00
Co2 Laser	\$295.00
Holmium Laser	\$550.00
Holmium Laser (200 micron & 1000 micron)	\$90.00
CUSA	\$1,000.00
Argon Beam Coagulator	\$325.00
SLT Laser	\$275.00
Laserscope GreenLight HPS Laser	\$675.00
GreenLight IQ Fiber Optic	\$1,000.00

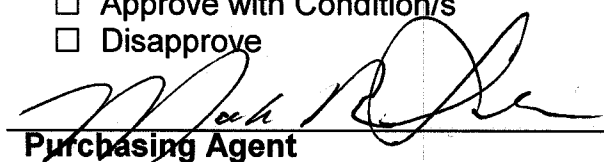
Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No.**

  
Department Head Signature

12/14/09  
Date

Purchasing Department Comments:

- ☒ Approve  
☐ Approve with Condition/s  
☐ Disapprove

  
Purchasing Agent

12-17-09  
Date

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

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 29, Exhibit A, and Attachment A, attached hereto and incorporated herein.

**1.0 HIPAA Business Associate Agreement**

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

//

//

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

**2.0 DESCRIPTION OF SERVICES**

CONTRACTOR shall provide COUNTY, (RCRMC) with laser technician services and rental of surgical lasers to include, but is not limited to the following:

**2.1 CONTRACTOR Technician Requirements:**

CONTRACTOR Technicians shall:

2.1.1 Adhere to all RCRMC policies.

2.1.2 Provide COUNTY with verification of competency for CONTRACTOR staff performing equipment maintenance to include, job description, licensure and/or certifications and evidence of training/education.

2.1.3 Be trained and experienced in treatments and shall possess a valid license to practice as a Certified Radiology Technologist in the State of California.

2.1.4 Must have annual health screening to include a tuberculosis (TB) test, and/or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Trivalent Polio, Hepatitis B, and a general physical examination clearance.

2.1.5 Be orientated to COUNTY fire, disaster department specific procedures, and infection control practices by COUNTY.

2.1.6 Must possess and wear a photographic identification card supplied by CONTRACTOR.

2.1.7 Be able to speak, read and write the English language.

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

45                   2.1.8           Request the schedule from the Operating Room (OR)  
46 scheduler prior to performing any work.

47                   2.1.9           Check-in with the OR scheduler, Materials Management  
48 and with Plant Operations each time they are on-site.

49                   2.1.10          Must cooperatively adhere to COUNTY inspection(s) of all  
50 contractor equipment each time CONTRACTOR is on-site.

51                   2.1.11          Must be knowledgeable and certified to operate the  
52 following laser equipment:

- 53                               ▪ SLT
- 54                               ▪ Cusa
- 55                               ▪ Coherent Homium
- 56                               ▪ Co2
- 57                               ▪ Argon Beam Coagulator
- 58                               ▪ Coherent Ultra Pulse 5000c
- 59                               ▪ Laserscope KP/YAG
- 60                               ▪ Trimedyn Holmium
- 61                               ▪ Laserscope Greenlight

62                   2.1.12          Perform the following procedures to ensure safety of all  
63 OR attendees and patients:

- 64                               a.     Check electrical safety leakage of laser;
- 65                               b.     Wipe down laser with germicidal agent used by the  
66 hospital;

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

- 67 c. Post laser warning signs;
- 68 d. Hang glasses with 10.600 NM and 5.0 OD  
69 approvals for (Co2 Ultra Pulse 5000L lasers) on all doors accessible to OR suite;
- 70 e. Cover windows and hang glasses with 1064 NM  
71 and 5.5 OS approval (KTP / YAG laser) on all doors accessible to OR suite;
- 72 f. Cover windows and hang glasses with 2010 NM  
73 and 5.0 OS approval (Holmium laser) on all doors accessible to OR suite;
- 74 g. Provide glasses for everyone in the OR suite;
- 75 h. Record in the laser log the name of anyone who  
76 declines to wear protective eye wear;
- 77 i. Complete a laser safety checklist;
- 78 j. Perform a pre-op check of the laser (i.e., warm up,  
79 test fire and function test, calibration, self test mode) and any other test the laser  
80 requires before the patient enters the OR suite;
- 81 k. Test laser through all accessories that potentially  
82 will be used during the case, and check with test fire and function test;
- 83 l. Have necessary smoke evacuator available when  
84 necessary;
- 85 m. Have extra fiber for back-up (where applicable);
- 86 n. Calibrate fiber when it is used, or when fewer than  
87 five watts will be used;



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

o. Make provisions for back-up fibers, and check  
biber for HE:Ne transmission, when necessary;

p. Switch tips for arthroscopy procedures. Make sure  
hospital has a stock of Disc Fibers;

q. Check all probes and scalpels (where applicable,  
and be prepared to take any questionable piece of equipment out of circulation;

r. Sterilize probes, scalpels, and calibration sleeves  
for ten (10) minutes in the hospital autoclave (where applicable);

s. Check blast shield and input power to laser (where  
applicable) to ensure that they are functioning properly;

t. Inventory disposable, check and sterilize mini-  
scope and fiber (where applicable);

u. Set laser to power requested by physician while  
maintaining the safety of everyone in the OR suite;

v. Advise physician/surgeon of any circumstance that  
will jeopardize the integrity of the laser, the safety of the patient, or anyone in the OR  
suite. If the CONTRACTOR technician feels the laser is not being used correctly, he  
or she will shut it down; and

w. Clean up, sterilize all instruments used, and wipe  
down laser with germicidal agent.

//

//

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

110           **2.2   CONTRACTOR Equipment Requirements:**

111                   2.2.1           CONTRACTOR shall provide, maintain in good operation  
112 condition and repair all laser and related equipment necessary for the provision of  
113 services and provide documentation to Plant Operations in accordance with  
114 COUNTY's Equipment Management Plan. The reports of equipment maintenance  
115 shall included upgrades and equipment status.

116                   2.2.2           Contractor shall provide equipment maintenance logs and  
117 calibration certification as requested by Joint Commission, for all equipment brought  
118 on-site.

119                   2.2.3           CONTRACTOR's equipment shall show evidence of  
120 regular preventive maintenance and service in accordance with the equipment  
121 manufacturer's recommendation and/or specifications.

122                   2.2.4           CONTRACTOR shall provide COUNTY with equipment  
123 and consumable supplies at COUNTY for all scheduled assignments.

124                   2.2.5           CONTRACTOR shall supply, for rental purposes the  
125 following surgical laser equipment:

- 126                                   ▪   SLT
- 127                                   ▪   Cusa
- 128                                   ▪   Coherent Homium
- 129                                   ▪   Co2
- 130                                   ▪   Argon Beam Coagulator
- 131                                   ▪   Coherent Ultra Pulse 5000c

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

- 132                                   ▪ Laserscope KP/YAG
- 133                                   ▪ Trimedyne Holmium
- 134                                   ▪ Laserscope Greenlight

135                   2.2.6           CONTRACTOR shall ensure the correct sterilization  
136 procedure of all instrumentation and equipment upon entering and exiting the  
137 hospital as specified below:

138                                   a.     All lasers, equipment and accessories will be wiped  
139 down with germicidal disinfectants that are used by the hospital which will be done  
140 prior to entering the OR suite, as well as before leaving the OR suite;

141                                   b.     All instruments will be taken apart or opened up  
142 and flashed for ten (10) minutes prior to case;

143                                   c.     AU scopes and accessories that cannot be flashed  
144 will be disinfected in accordance with hospital policies and procedures;

145                                   d.     All instrumentation will be washed in germicidal  
146 agent and will be sterilized for three (3) minutes in the hospitals autoclave before  
147 leaving the hospital;

148                                   e.     Smoke evacuator filters are thrown away after each  
149 days use or after ninety (90) minutes of use;

150                                   f.     ULPA filters are changed in three month intervals;  
151 and

152                                   g.     All electrical equipment is to be examined for safety  
153 inspection by the hospitals biomedical technician, per hospital policy.

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

**3.0 PERIOD OF PERFORMANCE**

This Agreement shall be effective as of January 1, 2010 through June 30, 2010, with the option to renew through the County's annual amendment process for two-(2) additional years in one year increments, unless terminated as specified in Section 6.0 Termination.

**4.0 COMPENSATION**

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

4.1 Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety thousand **(\$90,000)** dollars annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expense related to this Agreement.

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

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

must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All consumers, All Items – Greater Los Angeles, Riverside and Orange County areas for unarmed security guard services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

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

**5.0 ASSURANCES**

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

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

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

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

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

**6.0 TERMINATION**

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

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

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

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

6.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful

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

or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

**7.0 CONFIDENTIALITY**

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

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

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

//

//

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

**8.0 HOLD HARMLESS/INDEMNIFICATION**

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 Indemnitees) 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 Indemnitors 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 Indemnitees 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 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 Indemnitees as set forth herein.



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

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 this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 Indemnitees to the fullest extent allowed by law.

**9.0 INSURANCE**

9.1 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.

**9.2 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

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

to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**9.3 COMMERICAL 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 Insureds. 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.

**9.4 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,

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

officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**9.5 PROFESSIONAL LIABILITY:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**9.6 GENERAL INSURANCE PROVISIONS - ALL LINES:**

A. 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.

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

327                   B.     The CONTRACTOR'S insurance carrier(s) must declare  
328 its insurance deductibles or self-insured retentions. If such deductibles or self-  
329 insured retentions exceed \$500,000 per occurrence such deductibles and/or  
330 retentions shall have the prior written consent of the County Risk Manager before the  
331 commencement of operations under this Agreement. Upon notification of deductibles  
332 or self insured retention's unacceptable to the COUNTY, and at the election of the  
333 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
334 eliminate such deductibles or self-insured retention's as respects this Agreement with  
335 the COUNTY, or 2) procure a bond which guarantees payment of losses and related  
336 investigations, claims administration, and defense costs and expenses.

337                   C.     CONTRACTOR shall cause CONTRACTOR'S insurance  
338 carrier(s) to furnish the County of Riverside with either 1) a properly executed original  
339 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
340 coverage as required herein, or 2) if requested to do so orally or in writing by the  
341 County Risk Manager, provide original Certified copies of policies including all  
342 Endorsements and all attachments thereto, showing such insurance is in full force  
343 and effect. Further, said Certificate(s) and policies of insurance shall contain the  
344 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given  
345 to the County of Riverside prior to any material modification, cancellation, expiration  
346 or reduction in coverage of such insurance. In the event of a material modification,  
347 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
348 forthwith, unless the County of Riverside receives, prior to such effective date,

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

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 or 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.***

D. 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.

E. 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

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

370 required herein, if; in the County Risk Manager's reasonable judgment, the amount or  
371 type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

379 **10.0 AVAILABILITY OF FUNDING**

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

385 **11.0 RECORDS AND DOCUMENTS**

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

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

11.1 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.

**12.0 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, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

**13.0 LICENSE**

CONTRACTOR shall, through the term of this Agreement, maintain all 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.

13.1 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors 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'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

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

414           13.2 COPY REQUIRED. A copy of each such license, permit,  
415 approval, waiver, exemption, registration, accreditation, and certificate shall be  
416 provided to Contracts Administration.

417           13.3 Further, CONTRACTOR hereby agrees to abide by the  
418 standards of medical practice of the profession when performing services hereunder.

419           **14.0 NONDISCRIMINATION AND ELIGIBILITY**

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

428           14.1 For the purpose of this Agreement, distinctions on the grounds of  
429 race, religion, color, sex, national origin, age, or physical or mental handicap include  
430 but at not limited to the following:

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



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

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

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

D. 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.

E. 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.

**15.0 CONFLICT OF INTEREST**

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

**16.0 ALTERATION**

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.

16.1 Only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement. The parties

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

expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

**17.0 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 the CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without 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.

**18.0 ADMINISTRATION**

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

//

//

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

**19.0 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.

**20.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY**

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

**21.0 INDEPENDENT CONTRACTOR**

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

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

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

504           21.1 It is further understood and agreed by the parties hereto that  
505 CONTRACTOR in the performance of its obligation hereunder is subject to the  
506 control or direction of COUNTY merely as to the result to be accomplished by the  
507 services hereunder agreed to be rendered and performed and not as to the means  
508 and methods for accomplishing the results.

509           **22.0 SUBCONTRACT FOR WORK OR SERVICES**

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

516           **23.0 INTEREST OF CONTRACTOR**

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

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

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

524 **24.0 CONDUCT OF CONTRACTOR**

525 24.1 The CONTRACTOR agrees to inform the COUNTY of all the  
526 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to  
527 be incompatible with any interest of the COUNTY.

528 24.2 The CONTRACTOR shall not, under circumstances, which might  
529 reasonably be interpreted as an attempt to influence the recipient in the conduct of  
530 his duties, accept any gratuity or special favor from individuals or organizations with  
531 whom the CONTRACTOR is doing business or proposing to do business, in  
532 accomplishing the work under the contract.

533 24.3 The CONTRACTOR shall not use for personal gain or make  
534 other improper use of privileged information, which is acquired in connection with his  
535 contract. In this connection, the term 'privileged information' includes, but is not  
536 limited to, unpublished information relating to technological and scientific  
537 development; medical, personnel, or security records of the individuals; anticipated  
538 materials requirements or pricing actions; and knowledge of selection of  
539 CONTRACTOR or subcontractors in advance of official announcement.

540 24.4 The CONTRACTOR or employees thereof shall not offer gifts,  
541 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

542 //

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

543           **25.0   DISALLOWANCE**

544           In the event the CONTRACTOR receives payment for services under  
545 this contract which is later disallowed for nonconformance with the terms and  
546 conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the  
547 disallowed amount to the COUNTY on request, or at its option, the COUNTY may  
548 offset the amount disallowed from any payment due to the CONTRACTOR under any  
549 contract with the COUNTY.

550           **26.0   RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

554           **27.0   FORCE MAJEURE**

555           27.1 In the event CONTRACTOR is unable to comply with any  
556 provision of this agreement due to causes beyond their control such as acts of God,  
557 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held  
558 liable to COUNTY for such failure to comply.

559           27.2 In the event COUNTY is unable to comply with any provision of  
560 this agreement due to causes beyond its control relating to acts of God, acts of war,  
561 civil disorders, or other similar acts, COUNTY shall not be held liable to  
562 CONTRACTOR for such failure to comply.

563    //

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

564           **28.0 EDD REPORTING REQUIREMENTS**

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

571           It is expressly understood that this data will be transmitted to  
572 governmental agencies charged with the establishment and enforcement of child  
573 support orders and for no other purposes and will be held confidential by those  
574 agencies. Failure of the contractor to timely submit the data and/or certificates  
575 required may result in contract being awarded to another Contractor. In the event a  
576 contract has been issued, failure of the Contractor to comply with all federal and state  
577 reporting requirements for child support enforcement or to comply with all lawfully  
578 served Wage and Earnings Assignments Orders and Notices of Assignment shall  
579 constitute a material breach of contract. Failure to cure such breach within 60  
580 calendar days of notice from the County shall constitute grounds for termination of  
581 the contract.

582           If you have any questions concerning this reporting requirement, please  
583 call (916) 657-0529. You may also contact your local Employment Tax Customer  
584 Service Office listed in your telephone directory in the State Government section

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

585 under "Employment Development Department," or you may access their Internet site  
586 at www.edd.ca.gov.

587 **29.0 ENTIRE AGREEMENT**

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

594 **30.0 CAPTIONS AND PARAGRAPH HEADINGS**

595 Captions and paragraph headings used in this Agreement are for  
596 convenience only and are not a part of this Agreement and shall not be used in  
597 construing this Agreement.

598 **31.0 NOTICES**

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

603 **CONTRACTOR**

**COUNTY**

604 Mobile Med, Inc.

Riverside County Regional Medical Center

605 8667 Haven Avenue, Suite 200

26520 Cactus Avenue

606 Rancho Cucamonga, CA 91730

Moreno Valley, CA 92555



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

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

608 **CONTRACTOR**

**COUNTY**

609 **Mobile Med, Inc.**

610

By: 

611

H. Gene Armendariz

612

Type or Print Name and Title

613

Date: 12/11/09

By: 

**MARION ASHLEY**

**CHAIRMAN, BOARD OF SUPERVISORS**

Date: JAN 12 2010

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: B.T. Miller

BEAUFORD T. MILLER, JR

12/28/09

DATE

**PAYMENT PROVISION  
COST SHEET  
MOBILE MED, INC.**

TECHNICIAN	PER HOUR RATE (minimum 2 hours)
Technician Fee	\$75.00
<i>NOTE: If fibers are needed for the case, they will be charged based on the pricing below.</i>	
Cancellation Fee	NO CHARGE
After Hour Fee (5:00 P.M.)	NO CHARGE
Weekend Fee	NO CHARGE

EQUIPMENT	FLAT RATE FEE
KTP / YAG Laser Rental	\$300.00
200 micron	\$150.00
500 micron	\$150.00
600 micron	\$150.00
ENT hand pieces	NO CHARGE
CO2 Laser Rental	\$295.00
CO2 Ultrapulse 5000C Laser Rental	\$295.00
Smoke Evacuator	Included
Smoke Evacuator Tubing	Included
Micromanipulator	Included
Colposcope	Included
Holmium Laser Rental (Holmium Urology Fibers)	\$550.00
200 micron	\$90.00
400 micron	Included
550 micron	Included
1000 micron	\$90.00
CUSA Rental	\$1,000.00
Disposable Pak	Included

Argon Beam Coagulator Rental	\$325.00
Triple Option hand piece	Included
5mm/10mm Laparoscopic	Included
45 Degree Pencil	Included
Grounding Pad	Included
Standby	\$250.00
SLT Laser Rental	\$275.00
Bare Fiber	Included
Saphire Tip	Included
Laserscope Green Light HPS Laser Rental	\$675.00
Green Light IQ Fiber Optic	\$1,000.00
Instrumentation	Included

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Professional Services Agreement (the "Underlying Agreement") between the County of Riverside ("County") and **Mobile Med, Inc.** ("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") and/or certain electronic Protected Health Information (ePHI) 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") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and/or ePHI 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 and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security 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 meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.

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

A. Contractor shall be permitted to use PHI and/or ePHI 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 and/or Security Rule;

(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:

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI and/or ePHI 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. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
    - (a) The disclosure is required by law; or
    - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
      - (i) Hold such PHI and/or ePHI 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 instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI 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 and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
  - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County, nor 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.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

3. 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 of PHI and/or ePHI 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 and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make it's 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 or disclosure of PHI and/or ePHI.

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

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

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

A. Use or disclose PHI and/or ePHI 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 and/or ePHI 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 and/or ePHI by Contractor in violation of this Addendum.

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

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

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI 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.

5. Access to PHI, 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.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

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

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

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



## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

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

**8. 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 of 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 Contractor, its officers, agents, employees, subcontractors, agents or representatives from 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 to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 of 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.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and  
**MOBILE MED, INC.**

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.

9. 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, Security Rule, and HIPAA generally.
- B. Survival – the respective rights 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 and/or Security Rule means the section(s) 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, Security 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.