

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

942



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 23, 2010

SUBJECT: Approve the Agreements for registry services for Radiology Technicians with Riverside County Regional Medical Center (RCRMC)

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

On behalf of RCRMC, County Purchasing issued a formal request for proposal MCARC120 on October 19, 2009, to research the market for qualified, responsible and responsive contractors to provide

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 83,000	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	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY Debra Courtney

Debra Courtney
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: February 23, 2010
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** **3.44**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL, Purchasing, BY *Billy Cornett* DATE 2/8/10
Billy Cornett, Purchasing Manager
Departmental Concurrence
TAWNY V LIEU

Policy Policy
Consent Consent
Dep't Recomm.: _____ Per Exec. Ofc.: _____

SUBJECT: Approve the Agreements for registry services for Radiology Technicians with Riverside County Regional Medical Center (RCRMC)

BACKGROUND (Continued):

temporary Radiology Registry services at the most economical rates. Qualified Radiology Technicians are required to temporarily and periodically fill positions and augment staff at RCRMC when regular staff is unavailable or during periods of increased patient census.

The proposal was sent to 41 potential bidders and advertised on the Riverside County Purchasing Web Site. Eight responsive/responsible proposals were received. The proposals were reviewed by an evaluation team consisting of three personnel from the hospitals Radiology/Diagnostic Imaging department. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform the services, their experience with other comparable size hospital facilities, and the overall cost to the County. After careful consideration and evaluation, in accordance with the Purchasing Department Policy and because no one registry has the ability to meet all the County requirements for emergency Radiology staffing, RCRMC request to award contracts to the top three bidders who received the highest scores. The scores ranged from 60.23 to 89.93.

As a measure to insure adequate Radiology staffing for quality patient care, RCRMC is requesting to enter into contracts for the professional services for Radiology registry staffing. These contracts supplement the hospital's specialized Radiology staff, where the hospital is experiencing a severe shortage of staff that is difficult to fill. This is a national shortage that is being driven by a shortage of Radiology Technologists and schools/educators to teach the students. In addition, the specialized category of Cat Scan (CT) Technologists are needed 24/7 to meet the Title 22 Trauma requirement and avoid Trauma diversion. The ability of RCRMC's Radiology/Diagnostic Imaging Department to provide these specialty services timely, impacts physician's diagnosis and treatment of patients. If RCRMC cannot provide these services for its inpatients, these inpatients must be referred to another facility at a considerable cost to the hospital.

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

PRICE REASONABLENESS:

Eight proposals were received and thoroughly reviewed by an evaluation team made up of RCRMC's department staff. The top three highest scoring bidders were offered the opportunity to contract with the County since they proposed the lowest bids and agreed to the County terms and conditions. The proposed fees for Radiology Technicians ranged from \$45.00 per hour to \$50.00 per hour.

RCRMC requests the approval of an aggregate amount of \$250,000, to be utilized as required between three participating registry contractors. RCRMC will utilize the lowest cost registry with available staff as each need arises.

FINANCIAL IMPACT:

The current fiscal year total cost is based on four-(4) months of service in the amount of \$83,000.00. Funding for these radiology registry services is 100% Hospital Enterprise funded and does not require additional County funds.

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

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

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

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

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

14 **1.0 HIPAA Business Associate Agreement**

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

21 **2.0 DESCRIPTION OF SERVICES**

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22 CONTRACTOR shall provide all services as outlined and specified in
23 **Exhibit A**, Scope of Services, consisting of 8 pages.

24 **3.0 HOSPITAL REQUEST FOR SERVICES**

25 3.1 COUNTY shall use its best efforts to request registry staff at
26 least two (2) hours prior to reporting time.

27 3.2 If registry staff is requested by COUNTY less than one (1) hour
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start
29 of the shift, provided the registry staff reports to work within one (1) hour of the start
30 of the shift.

31 3.3 If registry staff is requested after the start of a shift, CONTRACTOR
32 will be paid for that registry staff from the time the request was made, provided the
33 registry staff reports to work within one (1) hour of the time of the request.

34 3.4 Prior to two (2) hours to reporting time, COUNTY may change or
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY
37 changes or cancels such a request.

38 3.5 If COUNTY cancels a request for registry staff less than two (2)
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)
43 hours of applicable compensation.

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44 3.6 If CONTRACTOR cancels a request by COUNTY for a registry
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of
48 applicable compensation.

49 3.7 If a change occurs which results in registry staff no longer being
50 needed by COUNTY after reporting to work, the registry staff will be discharged from
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a
52 minimum of four (4) hours, whichever is greater.

53 3.8 All requests for services or cancellations shall be made by
54 COUNTY Pharmacy Department Manager or designee

55 **4.0 PERIOD OF PERFORMANCE**

56 This Agreement shall be effective as of the date of final execution and
57 continue in effect through June 30, 2010, with the option to renew through the
58 County's annual amendment process for four-(4) additional fiscal years in one-year
59 increments, unless terminated as specified in Section 7.0 Termination.

60 **5.0 COMPENSATION**

61 The COUNTY shall pay the CONTRACTOR for services performed and
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for
64 each individual classification needed by the user department. If the first
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

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66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,
67 with the next lowest cost for the classification needed, and so on until the position is
68 filled.

69 5.1 Maximum payments by COUNTY to all CONTRACTORS shall
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)
71 annually. The COUNTY is not responsible for any fees or costs incurred above or
72 beyond the contracted amount and shall have no obligation to purchase any
73 specified amount of services or products. Unless otherwise specifically stated in
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's
75 expense related to this Agreement.

76 5.2 No price increases will be permitted during the first year of this
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
78 to another governmental entity) will automatically be extended to the COUNTY. The
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to
80 any approved price adjustment. After the first year of the award, a minimum of 30-
81 days advance notice in writing is required to be considered and approved by
82 COUNTY. No retroactive price adjustments will be considered. Any price increases
83 must be stated in a written amendment to this Agreement.

84 5.3 Said compensation shall be paid in accordance with an invoice
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
86 thirty (30) working days of receipt of the invoice. In accordance with California

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87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest
88 and late charges.

89 5.4 All invoices submitted by CONTRACTOR shall be addressed to,
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
91 Avenue, Moreno Valley, CA. 92555.

92 **6.0 ASSURANCES**

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

96 6.1 CONTRACTOR warrants that it is, and will remain, in compliance
97 with all State and Federal laws and the standards of the Joint Commission.

98 6.2 CONTRACTOR certifies that it is aware of the Occupational
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,
101 and shall comply therewith as to all relative elements under this Agreement.

102 **7.0 TERMINATION**

103 7.1 COUNTY may terminate this Agreement without cause upon 30
104 days written notice served upon the CONTRACTOR stating the extent and effective
105 date of termination.

106 7.2 COUNTY may, upon five (5) days written notice, terminate this
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
108 with the terms of this Agreement or fails to make progress so as to endanger

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109 performance and does not immediately cure such failure. In the event of such
110 termination, the COUNTY may proceed with the work in any manner deemed proper
111 by COUNTY.

112 7.3 After receipt of the notice of termination, CONTRACTOR shall:

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

117 7.4 After termination, COUNTY shall make payment only for
118 CONTRACTOR's performance up to the date of termination in accordance with this
119 Agreement and at the rates set forth in Exhibit A.

120 7.5 CONTRACTOR's rights under this Agreement shall terminate
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful
122 or material breach of this Agreement by CONTRACTOR; or in the event of
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any
125 further compensation under this Agreement.

126 7.6 The rights and remedies of COUNTY provided in this section
127 shall not be exclusive and are in addition to any other rights and remedies provided
128 by law or this Agreement.

129 **8.0 CONFIDENTIALITY**

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

135 8.1 CONTRACTOR shall not disclose, except as otherwise
136 specifically permitted by this Agreement or authorized by the client or client's
137 representative, any such identifying information to anyone other than authorized
138 COUNTY personnel without prior written authorization from the COUNTY.

139 8.2 For the purpose of this paragraph, "identify" shall include, but not
140 limited to, name, identifying number, symbol, or other identifying particular assigned
141 to the individual, such as finger or voiceprint or photograph.

142 **9.0 HOLD HARMLESS/INDEMNIFICATION**

143 CONTRACTOR shall indemnify and hold harmless the County of
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,
146 agents and representatives (individually and collectively hereinafter referred to as
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
149 arising out of or in any way relating to this Agreement, including but not limited to
150 property damage, bodily injury, or death or any other element of any kind or nature
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

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152 subcontractors, agents or representatives Indemnitors from this Agreement.
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own
158 choice and shall have the right to adjust, settle, or compromise any such action or
159 claim without the prior consent of COUNTY; provided, however, that any such
160 adjustment, settlement or compromise in no manner whatsoever limits or
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172 **10.0 INSURANCE**

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173 10.1 Without limiting or diminishing the CONTRACTOR'S obligation to
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and
175 maintain or cause to be maintained, at its sole cost and expense, the following
176 insurance coverage's during the term of this Agreement.

177 10.2 WORKERS' COMPENSATION:

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

185 10.3 Commercial General Liability:

186 Commercial General Liability insurance coverage, including but
187 not limited to, premises liability, contractual liability, products and completed
188 operations liability, personal and advertising injury, and cross liability coverage,
189 covering claims which may arise from or out of CONTRACTOR'S performance of its
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
191 Districts, Special Districts, and Departments, their respective directors, officers,
192 Board of Supervisors, employees, elected or appointed officials, agents or
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than
196 two (2) times the occurrence limit.

197 10.4 VEHICLE LIABILITY:

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

207 10.5 PROFESSIONAL LIABILITY:

208 CONTRACTOR shall maintain Professional Liability Insurance
209 providing coverage for the CONTRACTOR's performance of work included within this
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
212 written on a claims made basis rather than an occurrence basis, such insurance shall
213 continue through the term of this Agreement and CONTRACTOR shall purchase at
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
219 continue for a period of five (5) years beyond the termination of this Agreement.

220 10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

237 C. CONTRACTOR shall cause CONTRACTOR'S insurance
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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

259 D. It is understood and agreed to by the parties hereto that
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
262 insured programs shall not be construed as contributory.

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

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

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

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

279 **11.0 AVAILABILITY OF FUNDING**

280 The COUNTY obligation for payment of any contract beyond the current
281 fiscal year end is contingent upon the availability of funding from which payment can
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and
293 information relative to this Agreement and in accordance with terms set forth herein,
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all
303 licenses necessary for the provision of the services hereunder and required by the
304 laws and regulations of the United States, the State of California, County of

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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said
307 inability shall be cause for termination of this Agreement.

308 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
309 agents, and subcontractors performing services under the terms of this Agreement
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
313 such license(s). Said inability shall be cause for termination of this Agreement.

314 14.2 COPY REQUIRED. A copy of each such license, permit,
315 approval, waiver, exemption, registration, accreditation, and certificate shall be
316 provided to Contracts Administration.

317 14.3 Further, CONTRACTOR hereby agrees to abide by the
318 standards of medical practice of the profession when performing services hereunder.

319 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320 The CONTRACTOR shall not discriminate in the provision of services,
321 allocation of benefits, accommodation in facilities, or employment of personnel, on
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
324 physical or mental handicap, and shall comply with all other requirements of law
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all
327 programs or activities.

328 15.1 For the purpose of this Agreement, distinctions on the grounds of
329 race, religion, color, sex, national origin, age, or physical or mental handicap include
330 but at not limited to the following:

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

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

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

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

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

347 **16.0 CONFLICT OF INTEREST**

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

351 **17.0 ALTERATION**

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

355 17.1 Only the County Board of Supervisors or County Purchasing
356 Agent may authorize the alteration or revision of this Agreement. The parties
357 expressly recognize that COUNTY personnel are without authorization to either
358 change or waive any requirements of this Agreement.

359 **18.0 ASSIGNMENT**

360 CONTRACTOR may not delegate the obligations hereunder, either in
361 whole or in part, without prior written consent of COUNTY provided, however,
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in
366 whole or in part, without prior written consent of COUNTY. Any attempted
367 assignment or delegation in derogation of this paragraph shall be void. A change in
368 the business structure of CONTRACTOR, including but not limited to, change in the
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

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

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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392 **22.0 INDEPENDENT CONTRACTOR**

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

402 22.1 It is further understood and agreed by the parties hereto that
403 CONTRACTOR in the performance of its obligation hereunder is subject to the
404 control or direction of COUNTY merely as to the result to be accomplished by the
405 services hereunder agreed to be rendered and performed and not as to the means
406 and methods for accomplishing the results.

407 **23.0 SUBCONTRACT FOR WORK OR SERVICES**

408 No contract shall be made by the CONTRACTOR with any party for
409 furnishing any of the work or services herein contained without the prior written
410 approval of the COUNTY Contract Administrator but this provision shall not require
411 the approval of contracts of employment between the CONTRACTOR and personnel

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412 assigned for services there under, or for parties named in the proposal and agreed to
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

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

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of
428 his duties, accept any gratuity or special favor from individuals or organizations with
429 whom the CONTRACTOR is doing business or proposing to do business, in
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not
434 limited to, unpublished information relating to technological and scientific
435 development; medical, personnel, or security records of the individuals; anticipated
436 materials requirements or pricing actions; and knowledge of selection of
437 CONTRACTOR or subcontractors in advance of official announcement.

438 25.4 The CONTRACTOR or employees thereof shall not offer gifts,
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440 **26.0 DISALLOWANCE**

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

447 **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451 **28.0 FORCE MAJEURE**

452 28.1 In the event CONTRACTOR is unable to comply with any
453 provision of this agreement due to causes beyond their control such as acts of God,

**PROFESSIONAL SERVICES AGREEMENT
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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
455 liable to COUNTY for such failure to comply.

456 28.2 In the event COUNTY is unable to comply with any provision of
457 this agreement due to causes beyond its control relating to acts of God, acts of war,
458 civil disorders, or other similar acts, COUNTY shall not be held liable to
459 CONTRACTOR for such failure to comply.

460 **29.0 EDD REPORTING REQUIREMENTS**

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

467 It is expressly understood that this data will be transmitted to
468 governmental agencies charged with the establishment and enforcement of child
469 support orders and for no other purposes and will be held confidential by those
470 agencies. Failure of the contractor to timely submit the data and/or certificates
471 required may result in contract being awarded to another Contractor. In the event a
472 contract has been issued, failure of the Contractor to comply with all federal and state
473 reporting requirements for child support enforcement or to comply with all lawfully
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall

**PROFESSIONAL SERVICES AGREEMENT
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475 constitute a material breach of contract. Failure to cure such breach within 60
476 calendar days of notice from the County shall constitute grounds for termination of
477 the contract.

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

483 **30.0 ENTIRE AGREEMENT**

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

490 **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491 Captions and paragraph headings used in this Agreement are for
492 convenience only and are not a part of this Agreement and shall not be used in
493 construing this Agreement.

494 **32.0 NOTICES**

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

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

499	<u>CONTRACTOR</u>	<u>COUNTY</u>
500	ASAP Staffing, Inc.	Riverside County Regional Medical Center
501	11 Golden Shore Avenue, Suite 360	26520 Cactus Avenue
502	Long Beach, CA 90802	Moreno Valley, CA 92555

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

504	CONTRACTOR	COUNTY
505	ASAP Staffing, Inc.	
506	By: <u></u>	By: <u></u>
507		
508	<u></u>	<u>Marion Ashley, Chairman</u>
509	Type or Print Name and Title	Type or Print Name and Title
510		
511		
512	Date: <u>1-21-10</u>	Date: <u>FEB 23 2010</u>
513		

FORM APPROVED COUNTY COUNSEL
BY:  2/8/10 DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

SCOPE OF SERVICE
Radiology Technicians Registry

ASAP Staffing, Inc.

DESCRIPTION OF SERVICES:

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:

All Technologists must have at a minimum, the following licensure & experience for each classification:

Radiology Technologist:	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> ▪ Prepares, positions and transfers patients; ▪ Provides immobilization devices as required; ▪ Selects proper technical factors on an individual patient basis; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; ▪ Assists physicians in administering contrast media; and ▪ Assures the technical quality and the proper functioning of the equipment within designated areas.
Licensure:	<ul style="list-style-type: none"> ▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and ▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.

Computerized Axial Tomography Technologist (CT Technologist):	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> ▪ Provides diagnostic imaging for patients; ▪ Positions and transfers patients; ▪ Uses immobilization devices as required; ▪ Selects proper technical factors; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and

SCOPE OF SERVICE
Radiology Technicians Registry

ASAP Staffing, Inc.

	<ul style="list-style-type: none"> Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality; Shall possess a Phlebotomy license; and Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> Shall have a minimum of two (2) years experience in an acute care facility; and Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.

Ultrasound Technologist:	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results; Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis; Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.
Licensure:	<ul style="list-style-type: none"> Shall have a valid certificate in the specialty modality; Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and Shall have current BLS certification provided by the American Heart Association.

SCOPE OF SERVICE
Radiology Technicians Registry

ASAP Staffing, Inc.

<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and ▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512). ▪
<p>Nuclear Medicine Technologist:</p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Provide proper comfort & care of patient, including monitoring of IV lines, oxygen, and drains; ▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary; ▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care; ▪ Collect samples for laboratory procedures; ▪ Prepare and administer radiopharmaceuticals; ▪ Ensure proper performance of imaging systems and other equipment; ▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal; ▪ Perform data collection, processing and analysis; ▪ Perform exams that acquire correct view and high quality; and ▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California; ▪ Shall have current BLS certification provided by the American Heart Association.

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Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and ▪ Shall be familiar with the equipment, StarCam by General Electric.
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MRI Technologist:	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
Responsibilities:	<ul style="list-style-type: none"> ▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear; ▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner; ▪ Obtain and use patient history to enhance the examination being performed; ▪ Deal effectively and understand the various types of conditions of patients; ▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and ▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and ▪ Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.

Angio Technologist:	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.
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<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Deliver prompt, professional services as a surgical scrub technologist; ▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam; ▪ Provide highly specialized interventional services using aseptic and sterile techniques; ▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams; ▪ Apply technical and customer service knowledge to maintain quality standards; ▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients; ▪ Establish effective communication with other departments to help optimize patient care; and ▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and ▪ Shall have current BLS certification provided by the American Heart Association.
<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.

B. CONTRACTOR PERFORMANCE PROVISIONS:

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

SCOPE OF SERVICE
Radiology Technicians Registry

ASAP Staffing, Inc.

skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

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

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.

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Radiology Technicians Registry

ASAP Staffing, Inc.

12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.

13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.

14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.

15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:

a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.

b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.

c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.

16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

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

PAYMENT PROVISION
Radiology Technicians Registry

ASAP Staffing, Inc.

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Radiology Technologist	\$ 45.00	\$ 67.50
Computerized Axial Tomography Technologist (CT Technologist)	\$ 47.00	\$ 72.00
Ultrasound Technologist	\$ 47.00	\$ 72.00
Nuclear Medicine Technologist	\$ 52.00	\$ 78.75
MRI Technologist	\$ 47.00	\$ 72.00
Angio Technologist	\$ 45.00	\$ 67.50

Holidays:

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

Overtime:

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
ASAP STAFFING, INC.

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

RECITALS

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
ASAP STAFFING, INC.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
ASAP STAFFING, INC.

1 3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

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Between the County of Riverside and
ASAP STAFFING, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Between the County of Riverside and
ASAP STAFFING, INC.

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

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

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

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

13 7. Term and Termination.

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

3 8. Hold Harmless/Indemnification

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

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

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

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

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

4 9. General Provisions.

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

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

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

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

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

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

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

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

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

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

14 **1.0 HIPAA Business Associate Agreement**

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

21 **2.0 DESCRIPTION OF SERVICES**

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MAXIM HEALTHCARE SERVICES, INC.**

22 CONTRACTOR shall provide all services as outlined and specified in
23 **Exhibit A**, Scope of Services, consisting of 8 pages.

24 **3.0 HOSPITAL REQUEST FOR SERVICES**

25 3.1 COUNTY shall use its best efforts to request registry staff at
26 least two (2) hours prior to reporting time.

27 3.2 If registry staff is requested by COUNTY less than one (1) hour
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start
29 of the shift, provided the registry staff reports to work within one (1) hour of the start
30 of the shift.

31 3.3 If registry staff is requested after the start of a shift, CONTRACTOR
32 will be paid for that registry staff from the time the request was made, provided the
33 registry staff reports to work within one (1) hour of the time of the request.

34 3.4 Prior to two (2) hours to reporting time, COUNTY may change or
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY
37 changes or cancels such a request.

38 3.5 If COUNTY cancels a request for registry staff less than two (2)
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)
43 hours of applicable compensation.

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44 3.6 If CONTRACTOR cancels a request by COUNTY for a registry
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of
48 applicable compensation.

49 3.7 If a change occurs which results in registry staff no longer being
50 needed by COUNTY after reporting to work, the registry staff will be discharged from
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a
52 minimum of four (4) hours, whichever is greater.

53 3.8 All requests for services or cancellations shall be made by
54 COUNTY Pharmacy Department Manager or designee

55 **4.0 PERIOD OF PERFORMANCE**

56 This Agreement shall be effective as of the date of final execution and
57 continue in effect through June 30, 2010, with the option to renew through the
58 County's annual amendment process for four-(4) additional fiscal years in one-year
59 increments, unless terminated as specified in Section 7.0 Termination.

60 **5.0 COMPENSATION**

61 The COUNTY shall pay the CONTRACTOR for services performed and
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for
64 each individual classification needed by the user department. If the first
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

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66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,
67 with the next lowest cost for the classification needed, and so on until the position is
68 filled.

69 5.1 Maximum payments by COUNTY to all CONTRACTORS shall
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)
71 annually. The COUNTY is not responsible for any fees or costs incurred above or
72 beyond the contracted amount and shall have no obligation to purchase any
73 specified amount of services or products. Unless otherwise specifically stated in
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's
75 expense related to this Agreement.

76 5.2 No price increases will be permitted during the first year of this
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
78 to another governmental entity) will automatically be extended to the COUNTY. The
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to
80 any approved price adjustment. After the first year of the award, a minimum of 30-
81 days advance notice in writing is required to be considered and approved by
82 COUNTY. No retroactive price adjustments will be considered. Any price increases
83 must be stated in a written amendment to this Agreement.

84 5.3 Said compensation shall be paid in accordance with an invoice
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
86 thirty (30) working days of receipt of the invoice. In accordance with California

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87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest
88 and late charges.

89 5.4 All invoices submitted by CONTRACTOR shall be addressed to,
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
91 Avenue, Moreno Valley, CA. 92555.

92 **6.0 ASSURANCES**

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

96 6.1 CONTRACTOR warrants that it is, and will remain, in compliance
97 with all State and Federal laws and the standards of the Joint Commission.

98 6.2 CONTRACTOR certifies that it is aware of the Occupational
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,
101 and shall comply therewith as to all relative elements under this Agreement.

102 **7.0 TERMINATION**

103 7.1 COUNTY may terminate this Agreement without cause upon 30
104 days written notice served upon the CONTRACTOR stating the extent and effective
105 date of termination.

106 7.2 COUNTY may, upon five (5) days written notice, terminate this
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
108 with the terms of this Agreement or fails to make progress so as to endanger

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109 performance and does not immediately cure such failure. In the event of such
110 termination, the COUNTY may proceed with the work in any manner deemed proper
111 by COUNTY.

112 7.3 After receipt of the notice of termination, CONTRACTOR shall:

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

117 7.4 After termination, COUNTY shall make payment only for
118 CONTRACTOR's performance up to the date of termination in accordance with this
119 Agreement and at the rates set forth in Exhibit A.

120 7.5 CONTRACTOR's rights under this Agreement shall terminate
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful
122 or material breach of this Agreement by CONTRACTOR; or in the event of
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any
125 further compensation under this Agreement.

126 7.6 The rights and remedies of COUNTY provided in this section
127 shall not be exclusive and are in addition to any other rights and remedies provided
128 by law or this Agreement.

129 **8.0 CONFIDENTIALITY**

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

135 8.1 CONTRACTOR shall not disclose, except as otherwise
136 specifically permitted by this Agreement or authorized by the client or client's
137 representative, any such identifying information to anyone other than authorized
138 COUNTY personnel without prior written authorization from the COUNTY.

139 8.2 For the purpose of this paragraph, "identify" shall include, but not
140 limited to, name, identifying number, symbol, or other identifying particular assigned
141 to the individual, such as finger or voiceprint or photograph.

142 **9.0 HOLD HARMLESS/INDEMNIFICATION**

143 CONTRACTOR shall indemnify and hold harmless the County of
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,
146 agents and representatives (individually and collectively hereinafter referred to as
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
149 arising out of or in any way relating to this Agreement, including but not limited to
150 property damage, bodily injury, or death or any other element of any kind or nature
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

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152 subcontractors, agents or representatives Indemnitors from this Agreement.
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own
158 choice and shall have the right to adjust, settle, or compromise any such action or
159 claim without the prior consent of COUNTY; provided, however, that any such
160 adjustment, settlement or compromise in no manner whatsoever limits or
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172 **10.0 INSURANCE**

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MAXIM HEALTHCARE SERVICES, INC.**

173 10.1 Without limiting or diminishing the CONTRACTOR'S obligation to
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and
175 maintain or cause to be maintained, at its sole cost and expense, the following
176 insurance coverage's during the term of this Agreement.

177 10.2 WORKERS' COMPENSATION:

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

185 10.3 Commercial General Liability:

186 Commercial General Liability insurance coverage, including but
187 not limited to, premises liability, contractual liability, products and completed
188 operations liability, personal and advertising injury, and cross liability coverage,
189 covering claims which may arise from or out of CONTRACTOR'S performance of its
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
191 Districts, Special Districts, and Departments, their respective directors, officers,
192 Board of Supervisors, employees, elected or appointed officials, agents or
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than
196 two (2) times the occurrence limit.

197 10.4 VEHICLE LIABILITY:

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

207 10.5 PROFESSIONAL LIABILITY:

208 CONTRACTOR shall maintain Professional Liability Insurance
209 providing coverage for the CONTRACTOR's performance of work included within this
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
212 written on a claims made basis rather than an occurrence basis, such insurance shall
213 continue through the term of this Agreement and CONTRACTOR shall purchase at
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
219 continue for a period of five (5) years beyond the termination of this Agreement.

220 **10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:**

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

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

237 C. CONTRACTOR shall cause CONTRACTOR'S insurance
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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

259 D. It is understood and agreed to by the parties hereto that
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
262 insured programs shall not be construed as contributory.

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

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

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

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

279 **11.0 AVAILABILITY OF FUNDING**

280 The COUNTY obligation for payment of any contract beyond the current
281 fiscal year end is contingent upon the availability of funding from which payment can
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and
293 information relative to this Agreement and in accordance with terms set forth herein,
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all
303 licenses necessary for the provision of the services hereunder and required by the
304 laws and regulations of the United States, the State of California, County of

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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said
307 inability shall be cause for termination of this Agreement.

308 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
309 agents, and subcontractors performing services under the terms of this Agreement
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
313 such license(s). Said inability shall be cause for termination of this Agreement.

314 14.2 COPY REQUIRED. A copy of each such license, permit,
315 approval, waiver, exemption, registration, accreditation, and certificate shall be
316 provided to Contracts Administration.

317 14.3 Further, CONTRACTOR hereby agrees to abide by the
318 standards of medical practice of the profession when performing services hereunder.

319 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320 The CONTRACTOR shall not discriminate in the provision of services,
321 allocation of benefits, accommodation in facilities, or employment of personnel, on
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
324 physical or mental handicap, and shall comply with all other requirements of law
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all
327 programs or activities.

328 15.1 For the purpose of this Agreement, distinctions on the grounds of
329 race, religion, color, sex, national origin, age, or physical or mental handicap include
330 but at not limited to the following:

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

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

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

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

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

347 **16.0 CONFLICT OF INTEREST**

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

351 **17.0 ALTERATION**

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

355 17.1 Only the County Board of Supervisors or County Purchasing
356 Agent may authorize the alteration or revision of this Agreement. The parties
357 expressly recognize that COUNTY personnel are without authorization to either
358 change or waive any requirements of this Agreement.

359 **18.0 ASSIGNMENT**

360 CONTRACTOR may not delegate the obligations hereunder, either in
361 whole or in part, without prior written consent of COUNTY provided, however,
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in
366 whole or in part, without prior written consent of COUNTY. Any attempted
367 assignment or delegation in derogation of this paragraph shall be void. A change in
368 the business structure of CONTRACTOR, including but not limited to, change in the
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

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

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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392 **22.0 INDEPENDENT CONTRACTOR**

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

402 22.1 It is further understood and agreed by the parties hereto that
403 CONTRACTOR in the performance of its obligation hereunder is subject to the
404 control or direction of COUNTY merely as to the result to be accomplished by the
405 services hereunder agreed to be rendered and performed and not as to the means
406 and methods for accomplishing the results.

407 **23.0 SUBCONTRACT FOR WORK OR SERVICES**

408 No contract shall be made by the CONTRACTOR with any party for
409 furnishing any of the work or services herein contained without the prior written
410 approval of the COUNTY Contract Administrator but this provision shall not require
411 the approval of contracts of employment between the CONTRACTOR and personnel

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412 assigned for services there under, or for parties named in the proposal and agreed to
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

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

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of
428 his duties, accept any gratuity or special favor from individuals or organizations with
429 whom the CONTRACTOR is doing business or proposing to do business, in
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not
434 limited to, unpublished information relating to technological and scientific
435 development; medical, personnel, or security records of the individuals; anticipated
436 materials requirements or pricing actions; and knowledge of selection of
437 CONTRACTOR or subcontractors in advance of official announcement.

438 25.4 The CONTRACTOR or employees thereof shall not offer gifts,
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440 **26.0 DISALLOWANCE**

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

447 **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451 **28.0 FORCE MAJEURE**

452 28.1 In the event CONTRACTOR is unable to comply with any
453 provision of this agreement due to causes beyond their control such as acts of God,

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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
455 liable to COUNTY for such failure to comply.

456 28.2 In the event COUNTY is unable to comply with any provision of
457 this agreement due to causes beyond its control relating to acts of God, acts of war,
458 civil disorders, or other similar acts, COUNTY shall not be held liable to
459 CONTRACTOR for such failure to comply.

460 **29.0 EDD REPORTING REQUIREMENTS**

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

467 It is expressly understood that this data will be transmitted to
468 governmental agencies charged with the establishment and enforcement of child
469 support orders and for no other purposes and will be held confidential by those
470 agencies. Failure of the contractor to timely submit the data and/or certificates
471 required may result in contract being awarded to another Contractor. In the event a
472 contract has been issued, failure of the Contractor to comply with all federal and state
473 reporting requirements for child support enforcement or to comply with all lawfully
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall

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475 constitute a material breach of contract. Failure to cure such breach within 60
476 calendar days of notice from the County shall constitute grounds for termination of
477 the contract.

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

483 **30.0 ENTIRE AGREEMENT**

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

490 **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491 Captions and paragraph headings used in this Agreement are for
492 convenience only and are not a part of this Agreement and shall not be used in
493 construing this Agreement.

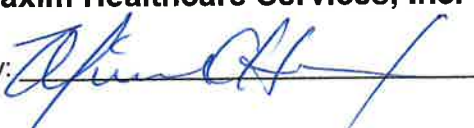
494 **32.0 NOTICES**

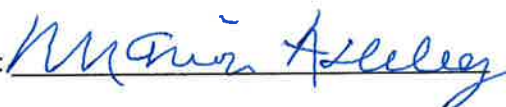
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495 All correspondence and notices required or contemplated by this
496 Agreement shall be delivered to the respective parties at the addresses set forth
497 below and are deemed submitted one day after their deposit in the United States
498 mail,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

499	<u>CONTRACTOR</u>	<u>COUNTY</u>
500	Maxim Healthcare Services, Inc.	Riverside County Regional Medical Center
501	17291 Irvine Blvd., Ste 403	26520 Cactus Avenue
502	Tustin, CA 92780	Moreno Valley, CA 92555

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


504 **CONTRACTOR**
505 **Maxim Healthcare Services, Inc.**
506 By: 
507
508 Michael Hewitt, Regional Controller
509 Type or Print Name and Title

COUNTY
By: 
Marion Ashley, Chairman
Type or Print Name and Title

ATTEST:
KECIA HARPER-IHEM, Clerk
By:  DEPUTY

512 Date: 1/26/10

Date: FEB 23 2010

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 2/8/10
TAWNY V. LIEU

**SCOPE OF SERVICE
Radiology Technicians Registry**

Maxim Healthcare Services, Inc.

DESCRIPTION OF SERVICES:

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:

All Technologists must have at a minimum, the following licensure & experience for each classification:

Radiology Technologist:	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> ▪ Prepares, positions and transfers patients; ▪ Provides immobilization devices as required; ▪ Selects proper technical factors on an individual patient basis; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; ▪ Assists physicians in administering contrast media; and ▪ Assures the technical quality and the proper functioning of the equipment within designated areas.
Licensure:	<ul style="list-style-type: none"> ▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and ▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.

Computerized Axial Tomography Technologist (CT Technologist):	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> ▪ Provides diagnostic imaging for patients; ▪ Positions and transfers patients; ▪ Uses immobilization devices as required; ▪ Selects proper technical factors; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and

SCOPE OF SERVICE
Radiology Technicians Registry

Maxim Healthcare Services, Inc.

	<ul style="list-style-type: none"> ▪ Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality; ▪ Shall possess a Phlebotomy license; and ▪ Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years experience in an acute care facility; and ▪ Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.

Ultrasound Technologist:	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> ▪ Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results; ▪ Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis; ▪ Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and ▪ Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.
Licensure:	<ul style="list-style-type: none"> ▪ Shall have a valid certificate in the specialty modality; ▪ Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and ▪ Shall have current BLS certification provided by the American Heart Association.

SCOPE OF SERVICE
Radiology Technicians Registry

Maxim Healthcare Services, Inc.

<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and ▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512). ▪
<p>Nuclear Medicine Technologist:</p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Provide proper comfort & care of patient, including monitoring of IV lines, oxygen, and drains; ▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary; ▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care; ▪ Collect samples for laboratory procedures; ▪ Prepare and administer radiopharmaceuticals; ▪ Ensure proper performance of imaging systems and other equipment; ▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal; ▪ Perform data collection, processing and analysis; ▪ Perform exams that acquire correct view and high quality; and ▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California; ▪ Shall have current BLS certification provided by the American Heart Association.

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Maxim Healthcare Services, Inc.

Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and ▪ Shall be familiar with the equipment, StarCam by General Electric.
MRI Technologist:	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
Responsibilities:	<ul style="list-style-type: none"> ▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear; ▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner; ▪ Obtain and use patient history to enhance the examination being performed; ▪ Deal effectively and understand the various types of conditions of patients; ▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and ▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and ▪ Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.
Angio Technologist:	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.

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<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Deliver prompt, professional services as a surgical scrub technologist; ▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam; ▪ Provide highly specialized interventional services using aseptic and sterile techniques; ▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams; ▪ Apply technical and customer service knowledge to maintain quality standards; ▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients; ▪ Establish effective communication with other departments to help optimize patient care; and ▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and ▪ Shall have current BLS certification provided by the American Heart Association.
<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.

B. CONTRACTOR PERFORMANCE PROVISIONS:

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

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Maxim Healthcare Services, Inc.

skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

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

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.

SCOPE OF SERVICE
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Maxim Healthcare Services, Inc.

12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.
14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
 - a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
 - b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
 - c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.
16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

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

PAYMENT PROVISION
Radiology Technicians Registry

Maxim Healthcare Services, Inc.

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Radiology Technologist	\$ 47.00	\$ 70.50
Computerized Axial Tomography Technologist (CT Technologist)	\$ 62.00	\$ 93.00
Ultrasound Technologist	\$ 65.00	\$ 97.50
Nuclear Medicine Technologist	\$ 65.00	\$ 97.50
MRI Technologist	\$ 62.00	\$ 93.00
Angio Technologist	\$ 64.00	\$ 96.00

Holidays:

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

Overtime:

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
MAXIM HEALTHCARE SERVICES, INC.

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

RECITALS

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

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

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

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

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

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

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

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

27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:

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

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

33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
34 permitted or authorized by this Addendum or required by law, Contractor may:

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
MAXIM HEALTHCARE SERVICES, INC.

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

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Between the County of Riverside and
MAXIM HEALTHCARE SERVICES, INC.

1 3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
MAXIM HEALTHCARE SERVICES, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 7. Term and Termination.

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

3 8. Hold Harmless/Indemnification

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

4 9. General Provisions.

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

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
PREMIER HEALTHCARE SERVICES, LLC**

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

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

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

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

14 **1.0 HIPAA Business Associate Agreement**

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

21 **2.0 DESCRIPTION OF SERVICES**

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PREMIER HEALTHCARE SERVICES, LLC**

22 CONTRACTOR shall provide all services as outlined and specified in
23 **Exhibit A**, Scope of Services, consisting of 8 pages.

24 **3.0 HOSPITAL REQUEST FOR SERVICES**

25 3.1 COUNTY shall use its best efforts to request registry staff at
26 least two (2) hours prior to reporting time.

27 3.2 If registry staff is requested by COUNTY less than one (1) hour
28 prior to reporting time, CONTRACTOR will be paid for that registry staff from the start
29 of the shift, provided the registry staff reports to work within one (1) hour of the start
30 of the shift.

31 3.3 If registry staff is requested after the start of a shift, CONTRACTOR
32 will be paid for that registry staff from the time the request was made, provided the
33 registry staff reports to work within one (1) hour of the time of the request.

34 3.4 Prior to two (2) hours to reporting time, COUNTY may change or
35 cancel request for a registry staff without incurring any liability to CONTRACTOR. It
36 shall be CONTRACTOR'S responsibility to contact registry staff whenever COUNTY
37 changes or cancels such a request.

38 3.5 If COUNTY cancels a request for registry staff less than two (2)
39 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that
40 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a
41 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,
42 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)
43 hours of applicable compensation.

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BETWEEN
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PREMIER HEALTHCARE SERVICES, LLC**

44 3.6 If CONTRACTOR cancels a request by COUNTY for a registry
45 staff less than two (2) hours prior to reporting time and CONTRACTOR cannot
46 replace that registry staff with an acceptable substitute, CONTRACTOR shall pay a
47 late cancellation fee to COUNTY for that registry staff equal to four (4) hours of
48 applicable compensation.

49 3.7 If a change occurs which results in registry staff no longer being
50 needed by COUNTY after reporting to work, the registry staff will be discharged from
51 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a
52 minimum of four (4) hours, whichever is greater.

53 3.8 All requests for services or cancellations shall be made by
54 COUNTY Pharmacy Department Manager or designee

55 **4.0 PERIOD OF PERFORMANCE**

56 This Agreement shall be effective as of the date of final execution and
57 continue in effect through June 30, 2010, with the option to renew through the
58 County's annual amendment process for four-(4) additional fiscal years in one-year
59 increments, unless terminated as specified in Section 7.0 Termination.

60 **5.0 COMPENSATION**

61 The COUNTY shall pay the CONTRACTOR for services performed and
62 expenses incurred in accordance with the terms of **Exhibit B**, Payment Provisions.
63 COUNTY shall first contact the participating CONTRACTOR, with the lowest cost for
64 each individual classification needed by the user department. If the first
65 CONTRACTOR is unable to commit to fill the requested classification within two (2)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
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PREMIER HEALTHCARE SERVICES, LLC**

66 hours of initial contact, the COUNTY shall contact the participating CONTRACTOR,
67 with the next lowest cost for the classification needed, and so on until the position is
68 filled.

69 5.1 Maximum payments by COUNTY to all CONTRACTORS shall
70 not exceed the aggregate amount of two hundred fifty thousand dollars (\$250,000)
71 annually. The COUNTY is not responsible for any fees or costs incurred above or
72 beyond the contracted amount and shall have no obligation to purchase any
73 specified amount of services or products. Unless otherwise specifically stated in
74 Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's
75 expense related to this Agreement.

76 5.2 No price increases will be permitted during the first year of this
77 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
78 to another governmental entity) will automatically be extended to the COUNTY. The
79 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to
80 any approved price adjustment. After the first year of the award, a minimum of 30-
81 days advance notice in writing is required to be considered and approved by
82 COUNTY. No retroactive price adjustments will be considered. Any price increases
83 must be stated in a written amendment to this Agreement.

84 5.3 Said compensation shall be paid in accordance with an invoice
85 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
86 thirty (30) working days of receipt of the invoice. In accordance with California

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
PREMIER HEALTHCARE SERVICES, LLC**

87 Government Code Section 926.10, COUNTY is not allowed to pay excess interest
88 and late charges.

89 5.4 All invoices submitted by CONTRACTOR shall be addressed to,
90 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
91 Avenue, Moreno Valley, CA. 92555.

92 **6.0 ASSURANCES**

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

96 6.1 CONTRACTOR warrants that it is, and will remain, in compliance
97 with all State and Federal laws and the standards of the Joint Commission.

98 6.2 CONTRACTOR certifies that it is aware of the Occupational
99 Safety and Health Administration (OSHA) regulations of the U.S. Department of
100 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,
101 and shall comply therewith as to all relative elements under this Agreement.

102 **7.0 TERMINATION**

103 7.1 COUNTY may terminate this Agreement without cause upon 30
104 days written notice served upon the CONTRACTOR stating the extent and effective
105 date of termination.

106 7.2 COUNTY may, upon five (5) days written notice, terminate this
107 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
108 with the terms of this Agreement or fails to make progress so as to endanger

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
PREMIER HEALTHCARE SERVICES, LLC**

109 performance and does not immediately cure such failure. In the event of such
110 termination, the COUNTY may proceed with the work in any manner deemed proper
111 by COUNTY.

112 7.3 After receipt of the notice of termination, CONTRACTOR shall:
113 (a) Stop all work under this Agreement on the date specified in the notice of
114 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by
115 COUNTY any materials, reports or other products which, if the Agreement had been
116 completed or continued, would have been required to be furnished to COUNTY.

117 7.4 After termination, COUNTY shall make payment only for
118 CONTRACTOR's performance up to the date of termination in accordance with this
119 Agreement and at the rates set forth in Exhibit A.

120 7.5 CONTRACTOR's rights under this Agreement shall terminate
121 (except for fees accrued prior to the date of termination) upon dishonesty or a willful
122 or material breach of this Agreement by CONTRACTOR; or in the event of
123 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the
124 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any
125 further compensation under this Agreement.

126 7.6 The rights and remedies of COUNTY provided in this section
127 shall not be exclusive and are in addition to any other rights and remedies provided
128 by law or this Agreement.

129 **8.0 CONFIDENTIALITY**

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BETWEEN
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PREMIER HEALTHCARE SERVICES, LLC**

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

135 8.1 CONTRACTOR shall not disclose, except as otherwise
136 specifically permitted by this Agreement or authorized by the client or client's
137 representative, any such identifying information to anyone other than authorized
138 COUNTY personnel without prior written authorization from the COUNTY.

139 8.2 For the purpose of this paragraph, "identify" shall include, but not
140 limited to, name, identifying number, symbol, or other identifying particular assigned
141 to the individual, such as finger or voiceprint or photograph.

142 **9.0 HOLD HARMLESS/INDEMNIFICATION**

143 CONTRACTOR shall indemnify and hold harmless the County of
144 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
145 directors, officers, Board of Supervisors, elected and appointed officials, employees,
146 agents and representatives (individually and collectively hereinafter referred to as
147 Indemnitees) from any liability whatsoever, based or asserted upon any services of
148 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
149 arising out of or in any way relating to this Agreement, including but not limited to
150 property damage, bodily injury, or death or any other element of any kind or nature
151 whatsoever arising from the performance of CONTRACTOR, its officers, employees,

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
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152 subcontractors, agents or representatives Indemnitors from this Agreement.
153 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
154 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
155 Indemnitees in any claim or action based upon such alleged acts or omissions. With
156 respect to any action or claim subject to indemnification herein by CONTRACTOR,
157 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own
158 choice and shall have the right to adjust, settle, or compromise any such action or
159 claim without the prior consent of COUNTY; provided, however, that any such
160 adjustment, settlement or compromise in no manner whatsoever limits or
161 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

172 **10.0 INSURANCE**

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BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
PREMIER HEALTHCARE SERVICES, LLC**

173 10.1 Without limiting or diminishing the CONTRACTOR'S obligation to
174 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and
175 maintain or cause to be maintained, at its sole cost and expense, the following
176 insurance coverage's during the term of this Agreement.

177 10.2 WORKERS' COMPENSATION:

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

185 10.3 Commercial General Liability:

186 Commercial General Liability insurance coverage, including but
187 not limited to, premises liability, contractual liability, products and completed
188 operations liability, personal and advertising injury, and cross liability coverage,
189 covering claims which may arise from or out of CONTRACTOR'S performance of its
190 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
191 Districts, Special Districts, and Departments, their respective directors, officers,
192 Board of Supervisors, employees, elected or appointed officials, agents or
193 representatives as Additional Insureds. Policy's limit of liability shall not be less than
194 \$1,000,000 per occurrence combined single limit. If such insurance contains a

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195 general aggregate limit, it shall apply separately to this agreement or be no less than
196 two (2) times the occurrence limit.

197 10.4 VEHICLE LIABILITY:

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

207 10.5 PROFESSIONAL LIABILITY:

208 CONTRACTOR shall maintain Professional Liability Insurance
209 providing coverage for the CONTRACTOR's performance of work included within this
210 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
211 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
212 written on a claims made basis rather than an occurrence basis, such insurance shall
213 continue through the term of this Agreement and CONTRACTOR shall purchase at
214 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
215 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
216 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

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217 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
218 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
219 continue for a period of five (5) years beyond the termination of this Agreement.

220 10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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

237 C. CONTRACTOR shall cause CONTRACTOR'S insurance
238 carrier(s) to furnish the County of Riverside with either 1) a properly executed original

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

259 D. It is understood and agreed to by the parties hereto that
260 the CONTRACTOR'S insurance shall be construed as primary insurance, and the

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261 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
262 insured programs shall not be construed as contributory.

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

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

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

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

279 **11.0 AVAILABILITY OF FUNDING**

280 The COUNTY obligation for payment of any contract beyond the current
281 fiscal year end is contingent upon the availability of funding from which payment can
282 be made. No legal liability on the part of the COUNTY shall arise for payment

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283 beyond June 30 of the calendar year unless funds are made available for such
284 performance.

285 **12.0 RECORDS AND DOCUMENTS**

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

292 12.1 CONTRACTOR to provide COUNTY with reports and
293 information relative to this Agreement and in accordance with terms set forth herein,
294 as may be requested by COUNTY.

295 **13.0 MONITORING**

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

301 **14.0 LICENSE**

302 CONTRACTOR shall, through the term of this Agreement, maintain all
303 licenses necessary for the provision of the services hereunder and required by the
304 laws and regulations of the United States, the State of California, County of

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305 Riverside, and all other governmental agencies. CONTRACTOR shall notify
306 COUNTY immediately, in writing, of inability to obtain or maintain such license. Said
307 inability shall be cause for termination of this Agreement.

308 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
309 agents, and subcontractors performing services under the terms of this Agreement
310 are in compliance with all relative licensing requirements. CONTRACTOR hereby
311 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
312 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
313 such license(s). Said inability shall be cause for termination of this Agreement.

314 14.2 COPY REQUIRED. A copy of each such license, permit,
315 approval, waiver, exemption, registration, accreditation, and certificate shall be
316 provided to Contracts Administration.

317 14.3 Further, CONTRACTOR hereby agrees to abide by the
318 standards of medical practice of the profession when performing services hereunder.

319 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

320 The CONTRACTOR shall not discriminate in the provision of services,
321 allocation of benefits, accommodation in facilities, or employment of personnel, on
322 the basis of ethnic group identification, race, color, creed, ancestry, religion, national
323 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
324 physical or mental handicap, and shall comply with all other requirements of law
325 regarding non discrimination and affirmative action including those laws pertaining to

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326 the prohibition of discrimination against qualified handicapped persons in all
327 programs or activities.

328 15.1 For the purpose of this Agreement, distinctions on the grounds of
329 race, religion, color, sex, national origin, age, or physical or mental handicap include
330 but at not limited to the following:

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

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

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

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

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

347 **16.0 CONFLICT OF INTEREST**

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

351 **17.0 ALTERATION**

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

355 17.1 Only the County Board of Supervisors or County Purchasing
356 Agent may authorize the alteration or revision of this Agreement. The parties
357 expressly recognize that COUNTY personnel are without authorization to either
358 change or waive any requirements of this Agreement.

359 **18.0 ASSIGNMENT**

360 CONTRACTOR may not delegate the obligations hereunder, either in
361 whole or in part, without prior written consent of COUNTY provided, however,
362 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
363 carried out by means of subcontracts if approved by COUNTY. No subcontract shall
364 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to
365 this Agreement. CONTRACTOR may not assign the rights hereunder, either in
366 whole or in part, without prior written consent of COUNTY. Any attempted
367 assignment or delegation in derogation of this paragraph shall be void. A change in
368 the business structure of CONTRACTOR, including but not limited to, change in the
369 majority ownership, change in the form of CONTRACTOR'S business organization,

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370 management of CONTRACTOR, CONTRACTOR'S ownership of other business
371 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
372 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

373 **19.0 ADMINISTRATION**

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

377 **20.0 WAIVER**

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

384 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

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22.0 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 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 by reason of this agreement.

22.1 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 agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

23.0 SUBCONTRACT FOR WORK OR SERVICES

No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or services herein contained without the prior written approval of the COUNTY Contract Administrator but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel

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412 assigned for services there under, or for parties named in the proposal and agreed to
413 under any resulting contract.

414 **24.0 INTEREST OF CONTRACTOR**

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

422 **25.0 CONDUCT OF CONTRACTOR**

423 25.1 The CONTRACTOR agrees to inform the COUNTY of all the
424 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
425 be incompatible with any interest of the COUNTY.

426 25.2 The CONTRACTOR shall not, under circumstances, which might
427 reasonably be interpreted as an attempt to influence the recipient in the conduct of
428 his duties, accept any gratuity or special favor from individuals or organizations with
429 whom the CONTRACTOR is doing business or proposing to do business, in
430 accomplishing the work under the contract.

431 25.3 The CONTRACTOR shall not use for personal gain or make
432 other improper use of privileged information, which is acquired in connection with his

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433 contract. In this connection, the term 'privileged information' includes, but is not
434 limited to, unpublished information relating to technological and scientific
435 development; medical, personnel, or security records of the individuals; anticipated
436 materials requirements or pricing actions; and knowledge of selection of
437 CONTRACTOR or subcontractors in advance of official announcement.

438 25.4 The CONTRACTOR or employees thereof shall not offer gifts,
439 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

440 **26.0 DISALLOWANCE**

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

447 **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

451 **28.0 FORCE MAJEURE**

452 28.1 In the event CONTRACTOR is unable to comply with any
453 provision of this agreement due to causes beyond their control such as acts of God,

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454 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
455 liable to COUNTY for such failure to comply.

456 28.2 In the event COUNTY is unable to comply with any provision of
457 this agreement due to causes beyond its control relating to acts of God, acts of war,
458 civil disorders, or other similar acts, COUNTY shall not be held liable to
459 CONTRACTOR for such failure to comply.

460 **29.0 EDD REPORTING REQUIREMENTS**

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

467 It is expressly understood that this data will be transmitted to
468 governmental agencies charged with the establishment and enforcement of child
469 support orders and for no other purposes and will be held confidential by those
470 agencies. Failure of the contractor to timely submit the data and/or certificates
471 required may result in contract being awarded to another Contractor. In the event a
472 contract has been issued, failure of the Contractor to comply with all federal and state
473 reporting requirements for child support enforcement or to comply with all lawfully
474 served Wage and Earnings Assignments Orders and Notices of Assignment shall

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475 constitute a material breach of contract. Failure to cure such breach within 60
476 calendar days of notice from the County shall constitute grounds for termination of
477 the contract.

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

483 **30.0 ENTIRE AGREEMENT**

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

490 **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

491 Captions and paragraph headings used in this Agreement are for
492 convenience only and are not a part of this Agreement and shall not be used in
493 construing this Agreement.


494 **32.0 NOTICES**


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

499	<u>CONTRACTOR</u>	<u>COUNTY</u>
500	Premier Healthcare Services, LLC	Riverside County Regional Medical Center
501	707 Wilshire Blvd., Ste 4350	26520 Cactus Avenue
502	Los Angeles, CA 90017	Moreno Valley, CA 92555

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

504 **CONTRACTOR**
505 **Premier Healthcare Services, LLC**
506 By: 
507
508 STEVE MENA VP OF OPERATIONS
509 Type or Print Name and Title

COUNTY
By: 
Marion Ashley, Chairman
Type or Print Name and Title

510
511
512 Date: JANUARY 21, 2010
513

Date: FEB 23 2010

ATTEST:
KECIA HARPER-IHEM, Clerk
By:  DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  2/8/10
TAWNY V. LIEU DATE

SCOPE OF SERVICE
Radiology Technicians Registry

Premier Healthcare Services, LLC

DESCRIPTION OF SERVICES:

CONTRACTOR shall be required to provide COUNTY with temporary staffing services on an as needed basis as specified below:

A. CONTRACTOR TECHNOLOGIST REQUIREMENTS:

All Technologists must have at a minimum, the following licensure & experience for each classification:

Radiology Technologist:	The Radiology Technologist provides diagnostic services to patients to produce images.
Responsibilities:	<ul style="list-style-type: none"> ▪ Prepares, positions and transfers patients; ▪ Provides immobilization devices as required; ▪ Selects proper technical factors on an individual patient basis; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; ▪ Assists physicians in administering contrast media; and ▪ Assures the technical quality and the proper functioning of the equipment within designated areas.
Licensure:	<ul style="list-style-type: none"> ▪ Must possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Must have a valid fluoroscopy permit as issued by the California State Department of Health Services; and ▪ Shall have a current Basic Life Support (BLS) certification provided by the American heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years radiology technology experience in an acute care facility.

Computerized Axial Tomography Technologist (CT Technologist):	The CT Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility, to assist physicians and carry out their orders.
Responsibilities:	<ul style="list-style-type: none"> ▪ Provides diagnostic imaging for patients; ▪ Positions and transfers patients; ▪ Uses immobilization devices as required; ▪ Selects proper technical factors; ▪ Operates equipment as directed, and provides patient protection in accordance with prescribed safety standards; and

SCOPE OF SERVICE
Radiology Technicians Registry

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	<ul style="list-style-type: none"> ▪ Assists physicians in administering contrast media and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California and a valid certificate in the specialty modality; ▪ Shall possess a Phlebotomy license; and ▪ Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years experience in an acute care facility; and ▪ Shall be familiar with the Phillips Tomoscan AV and Phillips MX 800 equipment.

Ultrasound Technologist:	The Ultrasound Technologist is responsible for producing the best diagnostic information possible with the available resources. Ultrasound Technologists acquire and evaluate data, while exercising discretion and judgment in performance of the clinical examination.
Responsibilities:	<ul style="list-style-type: none"> ▪ Obtain, review and bring together pertinent patient history, physical examination, and supporting clinical data to facilitate diagnostic results; ▪ Perform diagnostic procedures by producing, assessing, and evaluating ultrasound images and related data that are used by physicians to render a medical diagnosis; ▪ Provide interpreting physicians with oral or written summary of technical findings and comprehend and employ appropriate medical terminology, abbreviations, symbols, terms, and phrases; and ▪ Have knowledge of acoustical physics, Doppler ultrasound principles, ultrasound instrumentation, physiology, pathology, pathophysiology, and human gross and sectional anatomy.
Licensure:	<ul style="list-style-type: none"> ▪ Shall have a valid certificate in the specialty modality; ▪ Shall possess a valid Registered Diagnostic medical Sonographer Certificate (RDMS) and a Registered Vascular Technologist Certificate (RVT); and ▪ Shall have current BLS certification provided by the American Heart Association.

SCOPE OF SERVICE
Radiology Technicians Registry

Premier Healthcare Services, LLC

<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of two (2) years experience in general ultrasound including (ABD, OB, GYN, and lower extremity veins); and ▪ Shall be familiar with the equipment, Seimens (Elegra) and Acuson (Sequoia 512). ▪
<p>Nuclear Medicine Technologist:</p>	<p>The Nuclear Medicine Technologist performs professional radiology technology duties in the care and services to patients in an acute care facility to include, but are not limited to:</p>
<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Provide proper comfort & care of patient, including monitoring of IV lines, oxygen, and drains; ▪ Confirm appropriate indications for the procedure and consult with referring physician when necessary; ▪ Communicate with patient regarding pre-procedure preparation; the procures itself, and post procedure care; ▪ Collect samples for laboratory procedures; ▪ Prepare and administer radiopharmaceuticals; ▪ Ensure proper performance of imaging systems and other equipment; ▪ Follow applicable laws and regulations pertaining to radioactive materials, including storage, handling, and disposal; ▪ Perform data collection, processing and analysis; ▪ Perform exams that acquire correct view and high quality; and ▪ The Nuclear Medicine Technologist knowledge and abilities include but are not limited to; the principles, techniques, and methods applicable to nuclear medicine; the operation and care of radiographic equipment; structural and organic anatomy; laws and regulations governing radiation safety; ability to understand and follow highly detailed instructions; learn to understand, operate equipment and materials used in examinations; deal effectively with and understand the various types and conditions of patients; produce quality radiographs; prepare records and reports; and establish effective working relationships.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist, Nuclear Medicine Specialty, and license from the State of California; ▪ Shall have current BLS certification provided by the American Heart Association.

SCOPE OF SERVICE
Radiology Technicians Registry

Premier Healthcare Services, LLC

Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in Nuclear Medicine in a comparable acute care facility within the last five (5) years; and ▪ Shall be familiar with the equipment, StarCam by General Electric.
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MRI Technologist:	The MRI Technologists knowledge and abilities include but are not limited to, performs basic MRI examinations accurately, follows department protocol, accurately identifies normal from abnormal structures and tailors protocol for specific pathology.
Responsibilities:	<ul style="list-style-type: none"> ▪ Answer the questions asked by the ordering physician and verify these questions when they are not clear; ▪ Give clear and complete information to the Radiologist and make sure all paperwork is complete, correct and processed in a timely manner; ▪ Obtain and use patient history to enhance the examination being performed; ▪ Deal effectively and understand the various types of conditions of patients; ▪ Recognize the need for different contrast concentrations and applications, and assist physicians in the administering of contrast media; and ▪ Have knowledge of federal, state, local laws and regulations governing MRI safety, and assures the technical quality and proper function of equipment.
Licensure:	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid Certification as an MRI Technologist, issued by the State of California; and ▪ Shall have current BLS certification provided by the American Heart Association.
Experience:	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year MRI experience in an acute care facility, within the last four (4) years; or a minimum of (4) years experience as a MRI Technologist.

Angio Technologist:	The Angio Technologists knowledge and abilities include but are not limited to ordering appropriate lab tests and discuss with patient, nurse, or caregiver any other instructions required before the exam is accomplished, and assesses patient information provided to carry out proper exam.
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<p>Responsibilities:</p>	<ul style="list-style-type: none"> ▪ Deliver prompt, professional services as a surgical scrub technologist; ▪ Prepare interventional suite with appropriate catheters, procedure trays, and guid wires as anticipated for each exam; ▪ Provide highly specialized interventional services using aseptic and sterile techniques; ▪ Produce high quality images through the safe and efficient operation of all related equipment while performing exams; ▪ Apply technical and customer service knowledge to maintain quality standards; ▪ Evaluate the urgency of work requests to ensure that priority is given to critical patients; ▪ Establish effective communication with other departments to help optimize patient care; and ▪ Assist physician with performing exam and assure the technical quality and proper function of equipment, and follow written protocols.
<p>Licensure:</p>	<ul style="list-style-type: none"> ▪ Shall possess a valid license to practice as a Certified Radiology Technologist in the State of California; ▪ Shall have a valid fluoroscopy permit and The American Registry of Radiological Technologist Certificate; and ▪ Shall have current BLS certification provided by the American Heart Association.
<p>Experience:</p>	<ul style="list-style-type: none"> ▪ Shall have a minimum of one (1) year experience in a comparable acute care facility within the last five (5) years in area of interventional, angiography, or special procedures.

B. CONTRACTOR PERFORMANCE PROVISIONS:

1. Upon request of COUNTY, CONTRACTOR shall use its best efforts to assign temporary registry personnel to COUNTY. CONTRACTOR shall carefully screen personnel before referring them to HOSPITAL to determine that their qualifications and competence meet COUNTY requirements.

2. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and

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skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's staff prior to assignment. COUNTY shall have the right to audit CONTRACTOR at any time during CONTRACTOR's normal business hours by giving CONTRACTOR seventy-two (72) hours advance telephonic notice.

3. CONTRACTOR agrees to have personnel available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

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

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

6. Each registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.

7. CONTRACTOR will provide COUNTY with verification of competency for CONTRACTOR staff operating equipment to include, job description, licensure and/or certifications and evidence of training/education.

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

9. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.

10. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.

11. CONTRACTOR technician must be able to speak, read and write the English language.

SCOPE OF SERVICE
Radiology Technicians Registry

Premier Healthcare Services, LLC

12. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
13. CONTRACTOR's staff must report to the Radiology Department at the beginning of the assigned shift and at the completion of the shift, and must clock in and out.
14. CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony and or misdemeanor conviction and/or pending case.
15. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
 - a. If in the sole discretion of COUNTY, CONTRACTOR's staff who is working at COUNTY is found to be incompetent or negligent, fails to perform at the acceptable standards of care or engages in misconduct, COUNTY may discharge the staff and shall immediately inform the CONTRACTOR of the action. COUNTY'S obligation to pay CONTRACTOR for that registry staff shall be limited to the hours the staff actually worked, and COUNTY shall have no further obligation with respect to said person's assignment.
 - b. If COUNTY has reasonable suspicion to believe a CONTRACTOR's staff is under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; COUNTY may discharge the registry staff and shall immediately inform the CONTRACTOR of the action. COUNTY's obligation to pay CONTRACTOR for that staff shall be limited to the hours the staff actually worked and COUNTY shall have no further obligation with respect to said person's assignment.
 - c. In the event the COUNTY determines a CONTRACTOR's staff is in violation of any of the above, COUNTY shall notify the CONTRACTOR in writing within one (1) day setting forth the reasons for the dismissal. This notification shall include whether said CONTRACTOR's employee shall be allowed to return to the COUNTY at any later date.
16. CONTRACTOR'S assigned staff shall not be under the influence of alcohol or drugs while on duty or in a standby or an on-call basis; or possess controlled substances or prescription drugs without a prescription while on duty

SCOPE OF SERVICE
Radiology Technicians Registry

Premier Healthcare Services, LLC

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

PAYMENT PROVISION
Radiology Technicians Registry

Premier Healthcare Services, LLC

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Radiology Technologist	\$ 46.95	\$ 70.42
Computerized Axial Tomography Technologist (CT Technologist)	\$ 67.15	\$ 100.72
Ultrasound Technologist	\$ 69.95	\$ 104.92
Nuclear Medicine Technologist	\$ 74.25	\$ 111.37
MRI Technologist	\$ 74.85	\$ 112.27
Angio Technologist	\$ 67.15	\$ 100.72

Holidays:

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

Overtime:

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

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

RECITALS

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

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

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

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

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

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

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

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

27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:

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

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

33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
 34 permitted or authorized by this Addendum or required by law, Contractor may:

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

1 3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

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

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

13 7. Term and Termination.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC

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

3 8. Hold Harmless/Indemnification

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

**Between the County of Riverside and
PREMIER HEALTHCARE SERVICES, LLC**

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

4 **9. General Provisions.**

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

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

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

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

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