

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

102



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
February 23, 2010

SUBJECT: Professional Services Agreement for General Security Services, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the professional services agreement with General Security Services, Inc. for an aggregate amount of \$443,000 annually which contains an option to renew the agreement for four additional one-year periods; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND: The security guard service for Riverside County Regional Medical Center (RCRMC) is required to ensure a safe, calm, secure, peaceful environment for employees and patients and to provide protection for the buildings, their contents and guard against theft/pilferage/vandalism on the premises. These services are provided with a minimum of three security guard officers, twenty-four (24) hours a day, seven (7) days per week, and three hundred sixty-five days a year.

(continued – 2 pages in total)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$185,000.	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 Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: Buster
Date: March 2, 2010
xc: RCRMC, Purchasing

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

Prev. Agn. Ref.:

District:

Agenda Number:

3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Beauregard Miller, Jr.*
DATE: 2/23/10
Department: BEAUREGARD MILLER, JR.

Purchasing: *Billy Cornett*
Billy Cornett, Purchasing Manager

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

SUBJECT: Professional Services Agreement for General Security Services, Inc.

BACKGROUND (Continued):

On behalf of RCRMC, County Purchasing released a Request for Proposal (RFP #MCARC125), to secure unarmed security guard services for the hospital. Solicitations were sent to over 120 prospective vendors and advertised on the County's Internet/Website. Twenty-eight (28) responsive proposals were received and evaluated by RCRMC staff.

The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, their experience with other comparable size hospital facilities, the ability to perform the services and the overall cost to the County. General Security Services, Inc. received the highest score therefore, selected as the most responsive and responsible vendor.

PRICE REASONABLENESS:

As a result of RFP MCARC125, the County received 28 proposed rates ranging from \$12.81 per hour to \$18.48 per hour. General Security submitted a cost rate of \$13.97 per hour. Although the overall cost to the County is important, the RFP specifically required all bidders to demonstrate their ability, experience and overall responsiveness to the RFP. The evaluation team reviewed and scored each proposal and the overall scores ranged from 34.93 to 87.33. Although General Security Services, Inc. was not the lowest bid; General Security submitted the most responsive/responsible proposal and received the highest score of 87.33.

Currently, General Security is the incumbent vendor providing unarmed guard services for the hospital. Their proposed hourly rate of \$13.97 as a result of this RFP is \$.90 lower than what they currently charge.

FINANCIAL IMPACT:

The current fiscal year total cost is based on five-(5) months of service in the amount of \$185,000.00. Funding for this service is 100% Hospital Enterprise funded and does not require additional County funds.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns

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

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through 23, Exhibit A, Exhibit B and Attachment A, attached hereto and incorporated herein.

1.0 HIPAA Business Associate Agreement

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

2.0 DESCRIPTION OF SERVICES

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23 CONTRACTOR shall provide all services as outlined and specified
24 in **Exhibit A**, Scope of Services, consisting of 6 pages at the prices stated in
25 **Exhibit B**, Payment Provisions, consisting of 1 page.

26 **3.0 PERIOD OF PERFORMANCE**

27 This Agreement shall be effective as of the date of final execution
28 and continue in effect through June 30, 2010, with the option to renew through
29 the County's annual amendment process for four-(4) additional fiscal years in
30 one year increments, unless terminated as specified in Section 6.0 Termination.

31 **4.0 COMPENSATION**

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

35 4.1 Maximum payments by COUNTY to CONTRACTOR shall
36 not exceed four hundred forty-three thousand (\$443,000) dollars annually
37 including all expenses. The COUNTY is not responsible for any fees or costs
38 incurred above or beyond the contracted amount and shall have no obligation to
39 purchase any specified amount of services or products. Unless otherwise
40 specifically stated in Exhibit B, COUNTY shall not be responsible for payment of
41 any of CONTRACTOR's expense related to this Agreement.

42 4.2 No price increases will be permitted during the first year of
43 this Agreement. All price decreases (for example, if CONTRACTOR offers lower
44 prices to another governmental entity) will automatically be extended to the

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45 COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost
46 increases prior to any approved price adjustment. After the first year of the
47 award, a minimum of 30-days advance notice in writing is required to be
48 considered and approved by COUNTY. No retroactive price adjustments will be
49 considered. Any price increases must be stated in a written amendment to this
50 Agreement. The net dollar amount of profit will remain firm during the period of
51 the Agreement. Annual increases shall not exceed the Consumer Price Index-
52 All consumers, All Items – Greater Los Angeles, Riverside and Orange County
53 areas for unarmed security guard services and be subject to satisfactory
54 performance review by the COUNTY and approved (if needed) for budget
55 funding by the Board of Supervisors.

56 4.3 Said compensation shall be paid in accordance with an
57 invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the
58 invoice within thirty (30) working days of receipt of the invoice. In accordance
59 with California Government Code Section 926.10, COUNTY is not allowed to pay
60 excess interest and late charges.

61 4.4 All invoices submitted by CONTRACTOR shall be addressed
62 to, Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
63 Avenue, Moreno Valley, CA. 92555.

64 **5.0 ASSURANCES**

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

68 5.1 CONTRACTOR warrants that it is, and will remain, in
69 compliance with all State and Federal laws and the standards of the Joint
70 Commission on the Accreditation of Healthcare Organizations (JCAHO).

71 5.2 CONTRACTOR certifies that it is aware of the Occupational
72 Safety and Health Administration (OSHA) regulations of the U.S. Department of
73 Labor, the derivative Cal/OSHA standards and laws and regulations relating
74 thereto, and shall comply therewith as to all relative elements under this
75 Agreement.

76 **6.0 TERMINATION**

77 6.1 COUNTY may terminate this Agreement without cause upon
78 30 days written notice served upon the CONTRACTOR stating the extent and
79 effective date of termination.

80 6.2 COUNTY may, upon five (5) days written notice, terminate
81 this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to
82 comply with the terms of this Agreement or fails to make progress so as to
83 endanger performance and does not immediately cure such failure. In the event
84 of such termination, the COUNTY may proceed with the work in any manner
85 deemed proper by COUNTY.

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86 6.3 After receipt of the notice of termination, CONTRACTOR
87 shall: (a) Stop all work under this Agreement on the date specified in the notice of
88 termination; and (b) Transfer to COUNTY and deliver in the manner as directed
89 by COUNTY any materials, reports or other products which, if the Agreement had
90 been completed or continued, would have been required to be furnished to
91 COUNTY.

92 6.4 After termination, COUNTY shall make payment only for
93 CONTRACTOR's performance up to the date of termination in accordance with
94 this Agreement and at the rates set forth in Exhibit B.

95 6.5 CONTRACTOR's rights under this Agreement shall
96 terminate (except for fees accrued prior to the date of termination) upon
97 dishonesty or a willful or material breach of this Agreement by CONTRACTOR;
98 or in the event of CONTRACTOR's unwillingness or inability for any reason
99 whatsoever to perform the terms of this Agreement. In the event,
100 CONTRACTOR shall not be entitled to any further compensation under this
101 Agreement.

102 6.6 The rights and remedies of COUNTY provided in this section
103 shall not be exclusive and are in addition to any other rights and remedies
104 provided by law or this Agreement.

105 **7.0 CONFIDENTIALITY**

106 CONTRACTOR agrees to protect from unauthorized disclosure of
107 names and other identifying information concerning either persons receiving

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services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

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

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

8.0 HOLD HARMLESS/INDEMNIFICATION

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

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or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

9.0 INSURANCE

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

9.2 WORKERS' COMPENSATION:

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

9.3 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be

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174 less than \$1,000,000 per occurrence combined single limit. If such insurance
175 contains a general aggregate limit, it shall apply separately to this agreement or
176 be no less than two (2) times the occurrence limit.

177 9.4 VEHICLE LIABILITY:

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

188 9.5 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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195 B. The CONTRACTOR'S insurance carrier(s) must
196 declare its insurance deductibles or self-insured retentions. If such deductibles
197 or self-insured retentions exceed \$500,000 per occurrence such deductibles
198 and/or retentions shall have the prior written consent of the County Risk Manager
199 before the commencement of operations under this Agreement. Upon
200 notification of deductibles or self insured retention's unacceptable to the
201 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
202 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
203 retention's as respects this Agreement with the COUNTY, or 2) procure a bond
204 which guarantees payment of losses and related investigations, claims
205 administration, and defense costs and expenses.

206 C. CONTRACTOR shall cause CONTRACTOR'S
207 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
208 executed original Certificate(s) of Insurance and certified original copies of
209 Endorsements effecting coverage as required herein, or 2) if requested to do so
210 orally or in writing by the County Risk Manager, provide original Certified copies
211 of policies including all Endorsements and all attachments thereto, showing such
212 insurance is in full force and effect. Further, said Certificate(s) and policies of
213 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
214 days written notice shall be given to the County of Riverside prior to any material
215 modification, cancellation, expiration or reduction in coverage of such insurance.
216 In the event of a material modification, cancellation, expiration, or reduction in

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217 coverage, this Agreement shall terminate forthwith, unless the County of
218 Riverside receives, prior to such effective date, another properly executed
219 original Certificate of Insurance and original copies of endorsements or certified
220 original policies, including all endorsements and attachments thereto evidencing
221 coverage's set forth herein and the insurance required herein is in full force and
222 effect. ***CONTRACTOR shall not commence operations until the COUNTY***
223 ***has been furnished original Certificate (s) of Insurance and certified***
224 ***original copies of endorsements or policies of insurance including all***
225 ***endorsements and any and all other attachments as required in this***
226 ***Section. An individual authorized by the insurance carrier to do so on its***
227 ***behalf shall sign the original endorsements for each policy and the***
228 ***Certificate of Insurance.***

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

233 E. If, during the term of this Agreement or any extension
234 thereof, there is a material change in the scope of services; or, there is a material
235 change in the equipment to be used in the performance of the scope of work
236 which will add additional exposures (such as the use of aircraft, watercraft,
237 cranes, etc.); or, the term of this Agreement, including any extensions thereof,
238 exceeds five (5) years the COUNTY reserves the right to adjust the types of

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239 insurance required under this Agreement and the monetary limits of liability for
240 the insurance coverage's currently required herein, if; in the County Risk
241 Manager's reasonable judgment, the amount or type of insurance carried by the
242 CONTRACTOR has become inadequate.

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

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

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

252 **10.0 AVAILABILITY OF FUNDING**

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

258 **11.0 RECORDS AND DOCUMENTS**

259 CONTRACTOR shall make available, upon written request by and
260 duly authorized Federal, State or COUNTY agency, a copy of this Agreement

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261 and such books, documents and records as are necessary to certify the nature
262 and extent of the costs of the services provided by CONTRACTOR. All such
263 CONTRACTOR shall maintain books and records for at least five (5) years from
264 the termination of this Agreement.

265 11.1 CONTRACTOR to provide COUNTY with reports and
266 information relative to this Agreement and in accordance with terms set forth
267 herein, as may be requested by COUNTY.

268 **12.0 MONITORING**

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

274 **13.0 LICENSE**

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

281 13.1 CONTRACTOR shall ensure that CONTRACTOR'S
282 employees, agents, and subcontractors performing services under the terms of

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283 this Agreement are in compliance with all relative licensing requirements.
284 CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of
285 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and
286 subcontractors to obtain or maintain such license(s). Said inability shall be cause
287 for termination of this Agreement.

288 13.2 COPY REQUIRED. A copy of each such license, permit,
289 approval, waiver, exemption, registration, accreditation, and certificate shall be
290 provided to Contracts Administration.

291 13.3 Further, CONTRACTOR hereby agrees to abide by the
292 standards of medical practice of the profession when performing services
293 hereunder.

294 **14.0 NONDISCRIMINATION AND ELIGIBILITY**

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

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

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

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

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

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

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

15.0 CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in

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any manner or degree with the performance of services required under this Agreement.

16.0 ALTERATION

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

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

17.0 ASSIGNMENT

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

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347 CONTRACTOR'S business organization, management of CONTRACTOR,
348 CONTRACTOR'S ownership of other business dealing with CONTRACTOR
349 under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be
350 deemed an assignment for purposes of this paragraph.

351 **18.0 ADMINISTRATION**

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

356 **19.0 WAIVER**

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

363 **20.0 JURISDICTION, VENUE, SEVERABILITY**

364 This Agreement and its construction and interpretation as to
365 validity, performance and breach shall be construed under the laws of the State
366 of California. Any legal action related to this Agreement shall be filed in the
367 appropriate court (Municipal or Superior) of the State of California located in
368 Riverside, California. In the event any provision in this Agreement is held by a

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court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21.0 INDEPENDENT CONTRACTOR

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

21.1 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.

22.0 SUBCONTRACT FOR WORK OR SERVICES

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

395 **23.0 INTEREST OF CONTRACTOR**

396 The CONTRACTOR covenants that it presently has no interest,
397 including but not limited to, other projects or independent contracts, and shall not
398 acquire any such interest, direct or indirect, which would conflict in any manner or
399 degree with the performance of services required to be performed under this
400 contract. The CONTRACTOR further covenants that in the performance of this
401 contract, no person having any such interest shall be employed or retained by it
402 under this contract.

403 **24.0 CONDUCT OF CONTRACTOR**

404 24.1 The CONTRACTOR agrees to inform the COUNTY of all the
405 CONTRACTOR's interest, if any, which are or which the CONTRACTOR
406 believes to be incompatible with any interest of the COUNTY.

407 24.2 The CONTRACTOR shall not, under circumstances, which
408 might reasonably be interpreted as an attempt to influence the recipient in the
409 conduct of his duties, accept any gratuity or special favor from individuals or

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organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

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

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

25.0 DISALLOWANCE

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

26.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES

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

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

433 **27.0 FORCE MAJEURE**

434 27.1 In the event CONTRACTOR is unable to comply with any
435 provision of this agreement due to causes beyond their control such as acts of
436 God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not
437 be held liable to COUNTY for such failure to comply.

438 27.2 In the event COUNTY is unable to comply with any provision
439 of this agreement due to causes beyond its control relating to acts of God, acts of
440 war, civil disorders, or other similar acts, COUNTY shall not be held liable to
441 CONTRACTOR for such failure to comply.

442 **28.0 EDD REPORTING REQUIREMENTS**

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

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

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

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

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

29.0 ENTIRE AGREEMENT

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

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

30.0 CAPTIONS AND PARAGRAPH HEADINGS

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

31.0 NOTICES

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

CONTRACTOR

COUNTY

General Security Services, Inc.
14009 Crenshaw Blvd, #D
Hawthorne, CA 90250-7816

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

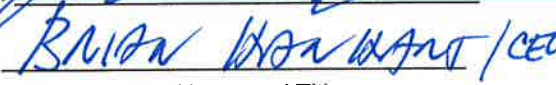
IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

COUNTY

By: 

By: 


Type or Print Name and Title

Marion Ashley
Chairman

Date: 01/26/10

Date: MAR 02 2010

ATTEST:
KECIA HARPER-IHEM, Clerk
By  DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  2/8/10
BEAUFORD T. MILLER, JR. DATE

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

CONTRACTOR shall provide COUNTY with a minimum of three-(3) uniformed guards twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for the hospital, located at 26520 Cactus Avenue, Moreno Valley, CA 92555. Should there be a change in the COUNTY requirement for security; CONTRACTOR will adjust the number of personnel when required with twenty four (24) hour written notice.

1.0 CONTRACTOR'S Responsibilities

1.1 CONTRACTOR'S Officers shall enforce a restrictive admittance policy allowing only COUNTY employees with the proper identification badge, clients, family and law enforcement, in accordance with security procedures in secured areas. All other admittance shall be with the advice, of the Nursing House Supervisor, i.e.: deliveries and contractors. Officers shall ensure that visitors entering a secured area have been signed in and issued a visitors pass by COUNTY staff.

CONTRACTOR'S Officers shall perform duties to include but not necessarily be limited to the following:

1.1.1 Upon observation of suspicious persons, packages, and activity in lobby area report immediately to COUNTY Administrative Management.

1.1.2 Operate video recorders, hand radios, cell phones, pagers, and other communication devices.

1.1.3 Work with COUNTY personnel, law enforcement personnel, and the public, in a positive, professional manner.

1.1.4 Lock up premises, set security alarm, and insure premises are secure.

1.1.5 Provide general security control, and escort employees to their vehicles when required.

1.1.6 Summon the appropriate police and fire authority and appropriate COUNTY personnel.

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

- 30 1.1.7 Scan visitors prior to entering lock down nursing units for
31 patient visits.
- 32 1.1.8 In a Code Blue medical emergency, report to the code area
33 to assist RCRMC staff with entry.
- 34 1.1.9 In the event of a Code Pink Alarm, CONTRACTOR's officers
35 shall immediately take up a monitoring position at
36 observation points as specified in the code pink policy and
37 procedure.
- 38 1.1.10 On a daily basis all serious incidents shall be logged and
39 reported to the designated facility supervisors including, but
40 not necessarily limited to, bomb threats, accidents involving
41 any person or vehicle, and any acts of violence or theft.
- 42 1.1.11 Officers shall patrol COUNTY building, grounds and parking
43 lot on foot, checking all interior and exterior doors every
44 thirty (30) minutes in accordance with COUNTY Security
45 Operating Procedures, except during facility visiting hours.
46 Officers shall log each foot patrol on the Daily Activity
47 Report.
- 48 1.1.12 Except while escorting visitors, Officers shall only enter in-
49 patient units at the request of a COUNTY Supervisor, or
50 designee.
- 51 1.2 COUNTY prohibits the use of arrest powers by security personnel;
52 security personnel powers of arrest are no greater than that of a private citizen.
53 CONTRACTOR shall assume full liability for any of their employees in the
54 exercising of any police authority. When necessary, the proper police authority
55 shall be summoned. Security personnel shall use no unreasonable force unless
56 absolutely necessary for self-defense. Security personnel shall always be
57 cooperative with authorized emergency personnel, by providing assistance, while
58 not interfering in the performance of their duties.

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

59 1.3 CONTRACTOR shall obtain from the designated COUNTY
60 Administrator written authorization for all new Security Officers at least 24 hours
61 before they are initially assigned (or a later change in assignment of regular
62 personnel). The COUNTY requires the right to review and approve the
63 credentials of each assigned Security Officer prior to assignment.

64 1.4 CONTRACTOR shall perform a physical inspection of the facility
65 with the site manager to prepare a vulnerability assessment of the complex and
66 to coordinate a written set of instructions for Security Officers at each duty post.
67 The CONTRACTOR shall work with the COUNTY Services Coordinator to
68 develop a partnership in security and to give feedback on security issues.

69 1.5 CONTRACTOR shall assign an area Security Supervisor to
70 perform on-site visits of Security Officers while on duty, at a minimum of once a
71 week per each shift. CONTRACTOR shall assign an on-site lead Officer,
72 Monday through Friday to be responsible for all communication with the
73 COUNTY authority/representative.

74 1.6 The Officers assigned to COUNTY by CONTRACTOR shall have
75 normal concerns for their own physical safety and shall take reasonable
76 precautions not to place themselves in situations that would encourage violence
77 or abuse against themselves or other persons in the area, and shall create a
78 favorable image in their appearance, attitude, and courtesy.

79 1.7 CONTRACTOR shall assign the same personnel on a continuing
80 basis until such time the COUNTY determines that because of personnel
81 problems, certain personnel may no longer be deemed necessary to work at the
82 facility. CONTRACTOR shall be expected to schedule three-(3) security
83 personnel per shift. COUNTY will not pay overtime unless COUNTY requests
84 the personnel to work over their scheduled shift.

85 1.8 CONTRACTOR shall insure an unbiased criminal history report that
86 conforms to all applicable state and federal, regulation, be included in each
87 employee's personnel file. This report shall reveal whether the employee has
88 any felony and misdemeanor convictions, and pending cases, including date,

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

89 nature of offense, sentencing date, disposition and current status.
90 CONTRACTOR shall not assign any employee with a criminal history report
91 revealing a felony and/or misdemeanor conviction and/or pending case.

92 1.9 CONTRACTOR shall insure assigned Officers are adequately
93 trained and experienced in the use of all-purpose fire extinguishers, drug and
94 narcotics identification, bomb threat situations, and be specifically trained for
95 each piece of security equipment carried.

96 1.10 CONTRACTOR shall provide evidence of CPR/First Aid Training
97 for each Officer assigned to the COUNTY.

98 1.11 CONTRACTOR shall, at their expense, have all assigned Officers
99 complete an established company's training program, and shall make evidence
100 of such training available upon request of the COUNTY. CONTRACTOR shall,
101 at their expense, conduct unannounced drug screening of Security Officers
102 assigned to this facility.

103 1.12 Upon notification of award of contract, CONTRACTOR shall
104 immediately provide to COUNTY a list and supporting documentation for the
105 prospective security personnel and supervisors to be assigned in the fulfillment of
106 the requirements of this Agreement. The information shall include, at a minimum,
107 the following on each prospective security officer:

- 108 • Full legal name, and any aliases;
- 109 • Date of birth;
- 110 • California driver's license number;
- 111 • Current address and telephone number (residence);
- 112 • One current color photograph (at least 2" X 3" full face front,
113 head and shoulders only);
- 114 • Copy of permanent (not temporary) individual State Guard
115 License for each prospective security specialist;
- 116 • Background check
- 117 • All employee health requirements as mandated by Joint
118 Commission and CAL-OSHA, General Safety Order-Title 8

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

- Evidence of CPR/First Aid training
- Copy of completion of TB screening

1.13 All Officers assigned to COUNTY must be free from symptoms of infectious disease. All records pertaining to this shall be kept in Contractors office and made available to COUNTY upon request.

1.14 All Officers assigned to COUNTY must be able to speak, write and read the English Language.

1.15 All Officers assigned at no time during his/her shift will leave their post, unless requested to do so by a COUNTY authority/representative.

1.16 All Officers assigned to COUNTY shall meet the requirements of the California State Department of Consumer Affairs, Bureau of Security, and Investigative Service, and possess a valid, permanent security guard registration/permit. A membership in the American Society for industrial security will be considered desirable.

1.17 CONTRACTOR shall be required to supply at CONTRACTOR's expense safety gear for all assigned Officers.

1.18 CONTRACTOR's assigned Officers are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation the security personnel will be focused on being alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.

1.19 The assigned Officers shall take two (2) ten-minute breaks, one before and after lunch and one (1) thirty minute lunch break to be taken on premises, and after notification to COUNTY Administrative Management.

1.20 CONTRACTOR shall provide uniforms with the Security Company's logo identified. Security guard personnel are expected to maintain a clean and professional appearance and wear only clean, pressed, full uniform at all times while on duty. Security personnel's uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess. Pins and jewelry cannot be worn on Uniforms.

SCOPE OF SERVICE
General Security Services, Inc. - RCRMC (hospital)

149 1.21 CONTRACTOR's Officers shall be outfitted in attractive uniforms
150 appropriate to the type of assignment that they are working with examples below.

A. Paramilitary design:	B. Blazer design:
1. Shirt with logo patch (no metal badge)	1. Shirt with logo patch (no metal badge)
2. Tie	2. Tie
3. Coordinated trousers	3. Coordinated dress slacks
4. Coordinated belt	4. Coordinated dress belt
5. Uniform coat	5. Two-button blazer

151 //

PAYMENT PROVISIONS
General Security Services, Inc. - RCRMC (hospital)

1

2

Cost Rate: **\$13.97 per hour**

3

This **rate is all inclusive** and shall include all Contractor expenses, overtime hours and

4

holiday hours.

5

Facility Location Address: **26520 Cactus Avenue, Moreno Valley, CA 92555**

6

Coverage: **Sunday through Saturday**

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

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

7. Term and Termination.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

8. Hold Harmless/Indemnification

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
GENERAL SECURITY SERVICES, INC.

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

9. General Provisions.

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

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

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

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

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