

SCOPE OF SERVICE
Rehabilitation Registry Services
PREFERRED HEALTHCARE REGISTRY, INC.

Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

3.0 CONTRACTOR PERFORMANCE PROVISIONS:

- A. 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.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and 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.
- C. 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.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. 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.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. 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.
- H. CONTRACTOR therapist 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.

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

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. 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.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
 - 1. 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.
 - 2. 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.
 - 3. 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
- P. 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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- Q. 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.

FEE SCHEDULE
 Rehabilitation Registry Services
PREFERRED HEALTHCARE REGISTRY, INC.

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Physical Therapist (PT)	\$67.00	\$100.00
Occupational Therapist (OT)	\$65.00	\$97.00
Speech-Language Pathologist	\$78.00	\$117.00

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
PREFERRED HEALTHCARE REGISTRY, 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 **Preferred Healthcare Registry, Inc.** ("Contractor") as of the
4 date of approval by both parties (the "Effective Date").

5 RECITALS

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:

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- 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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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.

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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
PREFERRED HEALTHCARE REGISTRY, 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

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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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Between the County of Riverside and
PREFERRED HEALTHCARE REGISTRY, INC.

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.

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
REHABILITATIONS, 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 RehabAbilities, 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.

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

23 **2.0 DESCRIPTION OF SERVICES**

24 CONTRACTOR shall provide all services as outlined and specified in
25 **Exhibit A**, Scope of Services, consisting of 4 pages.

26 **3.0 HOSPITAL REQUEST FOR SERVICES**

27 3.1 COUNTY shall use its best efforts to request registry staff at
28 least two (2) hours prior to reporting time.

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

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

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

41 3.5 If COUNTY cancels a request for registry staff less than two (2)
42 hours prior to reporting time and CONTRACTOR cannot contact the registry staff that
43 is canceled prior to reporting to COUNTY for work, or if the COUNTY fails to cancel a
44 registry staff assignment and CONTRACTOR's registry staff reports to COUNTY,

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

45 COUNTY shall be billed by CONTRACTOR for that registry staff equal to four (4)
46 hours of applicable compensation.

47 3.6 COUNTY will charge a late cancellation fee for CONTRACTOR
48 registry staff equal to four (4) hours of applicable compensation, if any of the
49 following is violated:

- 50 1. CONTRACTOR staff does not report for work to COUNTY as
51 scheduled, or
- 52 2. CONTRACTOR cancels a request by COUNTY for a registry
53 staff less than two (2) hours prior to reporting time and
54 CONTRACTOR cannot replace that registry staff with an
55 acceptable substitute, or
- 56 3. CONTRACTOR staff reports to work but does not possess a
57 current valid license issued by the State of California; he/she
58 shall be discharged from COUNTY and shall pay the late
59 cancellation fee.

60 3.7 If a change occurs which results in registry staff no longer being
61 needed by COUNTY after reporting to work, the registry staff will be discharged from
62 COUNTY and CONTRACTOR shall be paid the actual number of hours worked or a
63 minimum of four (4) hours, whichever is greater.

64 3.8 All requests for services or cancellations shall be made by
65 COUNTY Department Manager or designee.

66 **4.0 PERIOD OF PERFORMANCE**

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

67 This Agreement shall be effective July 1, 2010 and continue in effect
68 through June 30, 2011, with the option to renew through the County's annual
69 amendment process for four-(4) additional fiscal years in one-year increments, unless
70 terminated as specified in Section 7.0 Termination.

71 **5.0 COMPENSATION**

72 The COUNTY shall pay the CONTRACTOR for services performed and
73 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule,
74 consisting of 1 page.

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

82 5.2 No price increases will be permitted during the first year of this
83 Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
84 to another governmental entity) will automatically be extended to the COUNTY. The
85 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to
86 any approved price adjustment. After the first year of the award, a minimum of 30-
87 days advance notice in writing is required to be considered and approved by

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
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REHABILITATION, INC.**

88 COUNTY. No retroactive price adjustments will be considered. Any price increases
89 must be stated in a written amendment to this Agreement.

90 5.3 Said compensation shall be paid in accordance with an invoice
91 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
92 thirty (30) working days of receipt of the invoice. In accordance with California
93 Government Code Section 926.10, COUNTY is not allowed to pay excess interest
94 and late charges.

95 5.4 All invoices submitted by CONTRACTOR shall be addressed to,
96 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
97 Avenue, Moreno Valley, CA. 92555.

98 **6.0 ASSURANCES**

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

102 6.1 CONTRACTOR warrants that it is, and will remain, in compliance
103 with all State and Federal laws and the standards of the Joint Commission.

104 6.2 CONTRACTOR certifies that it is aware of the Occupational
105 Safety and Health Administration (OSHA) regulations of the U.S. Department of
106 Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto,
107 and shall comply therewith as to all relative elements under this Agreement.

108 **7.0 TERMINATION**

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

109 7.1 COUNTY may terminate this Agreement without cause upon 30
110 days written notice served upon the CONTRACTOR stating the extent and effective
111 date of termination.

112 7.2 COUNTY may, upon five (5) days written notice, terminate this
113 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
114 with the terms of this Agreement or fails to make progress so as to endanger
115 performance and does not immediately cure such failure. In the event of such
116 termination, the COUNTY may proceed with the work in any manner deemed proper
117 by COUNTY.

118 7.3 After receipt of the notice of termination, CONTRACTOR shall:
119 (a) Stop all work under this Agreement on the date specified in the notice of
120 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by
121 COUNTY any materials, reports or other products which, if the Agreement had been
122 completed or continued, would have been required to be furnished to COUNTY.

123 7.4 After termination, COUNTY shall make payment only for
124 CONTRACTOR's performance up to the date of termination in accordance with this
125 Agreement and at the rates set forth in **Exhibit B**.

126 7.5 CONTRACTOR's rights under this Agreement shall terminate
127 (except for fees accrued prior to the date of termination) upon dishonesty or a willful
128 or material breach of this Agreement by CONTRACTOR; or in the event of
129 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the

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130 terms of this Agreement. In the event, CONTRACTOR shall not be entitled to any
131 further compensation under this Agreement.

132 7.6 The rights and remedies of COUNTY provided in this section
133 shall not be exclusive and are in addition to any other rights and remedies provided
134 by law or this Agreement.

135 **8.0 CONFIDENTIALITY**

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

141 8.1 CONTRACTOR shall not disclose, except as otherwise
142 specifically permitted by this Agreement or authorized by the client or client's
143 representative, any such identifying information to anyone other than authorized
144 COUNTY personnel without prior written authorization from the COUNTY.

145 8.2 For the purpose of this paragraph, "identify" shall include, but not
146 limited to, name, identifying number, symbol, or other identifying particular assigned
147 to the individual, such as finger or voiceprint or photograph.

148 **9.0 HOLD HARMLESS/INDEMNIFICATION**

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

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152 agents and representatives (individually and collectively hereinafter referred to as
153 Indemnitees) from any liability whatsoever, based or asserted upon any services of
154 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
155 arising out of or in any way relating to this Agreement, including but not limited to
156 property damage, bodily injury, or death or any other element of any kind or nature
157 whatsoever arising from the performance of CONTRACTOR, its officers, employees,
158 subcontractors, agents or representatives Indemnitors from this Agreement.
159 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not
160 limited, to attorney fees, cost of investigation, defense and settlements or awards, the
161 Indemnitees in any claim or action based upon such alleged acts or omissions. With
162 respect to any action or claim subject to indemnification herein by CONTRACTOR,
163 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own
164 choice and shall have the right to adjust, settle, or compromise any such action or
165 claim without the prior consent of COUNTY; provided, however, that any such
166 adjustment, settlement or compromise in no manner whatsoever limits or
167 circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

178 **10.0 INSURANCE**

179 10.1 Without limiting or diminishing the CONTRACTOR'S obligation to
180 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and
181 maintain or cause to be maintained, at its sole cost and expense, the following
182 insurance coverage's during the term of this Agreement.

183 10.2 WORKERS' COMPENSATION:

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

191 10.3 COMMERCIAL GENERAL LIABILITY:

192 Commercial General Liability insurance coverage, including but
193 not limited to, premises liability, contractual liability, products and completed
194 operations liability, personal and advertising injury, and cross liability coverage,
195 covering claims which may arise from or out of CONTRACTOR'S performance of its

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196 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
197 Districts, Special Districts, and Departments, their respective directors, officers,
198 Board of Supervisors, employees, elected or appointed officials, agents or
199 representatives as Additional Insureds. Policy's limit of liability shall not be less than
200 \$1,000,000 per occurrence combined single limit. If such insurance contains a
201 general aggregate limit, it shall apply separately to this agreement or be no less than
202 two (2) times the occurrence limit.

203 10.4 VEHICLE LIABILITY:

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

213 10.5 PROFESSIONAL LIABILITY:

214 CONTRACTOR shall maintain Professional Liability Insurance
215 providing coverage for the CONTRACTOR's performance of work included within this
216 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
217 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is

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218 written on a claims made basis rather than an occurrence basis, such insurance shall
219 continue through the term of this Agreement and CONTRACTOR shall purchase at
220 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
221 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
222 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
223 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
224 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
225 continue for a period of five (5) years beyond the termination of this Agreement.

226 **10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:**

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

233 **B.** The CONTRACTOR'S insurance carrier(s) must declare
234 its insurance deductibles or self-insured retentions. If such deductibles or self-
235 insured retentions exceed \$500,000 per occurrence such deductibles and/or
236 retentions shall have the prior written consent of the County Risk Manager before the
237 commencement of operations under this Agreement. Upon notification of deductibles
238 or self insured retention's unacceptable to the COUNTY, and at the election of the
239 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or

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240 eliminate such deductibles or self-insured retention's as respects this Agreement with
241 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
242 investigations, claims administration, and defense costs and expenses.

243 C. CONTRACTOR shall cause CONTRACTOR'S insurance
244 carrier(s) to furnish the County of Riverside with either 1) a properly executed original
245 Certificate(s) of Insurance and certified original copies of Endorsements effecting
246 coverage as required herein, or 2) if requested to do so orally or in writing by the
247 County Risk Manager, provide original Certified copies of policies including all
248 Endorsements and all attachments thereto, showing such insurance is in full force
249 and effect. Further, said Certificate(s) and policies of insurance shall contain the
250 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
251 to the County of Riverside prior to any material modification, cancellation, expiration
252 or reduction in coverage of such insurance. In the event of a material modification,
253 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
254 forthwith, unless the County of Riverside receives, prior to such effective date,
255 another properly executed original Certificate of Insurance and original copies of
256 endorsements or certified original policies, including all endorsements and
257 attachments thereto evidencing coverage's set forth herein and the insurance
258 required herein is in full force and effect. **CONTRACTOR shall not commence**
259 **operations until the COUNTY has been furnished original Certificate (s) of**
260 **Insurance and certified original copies of endorsements or policies of**
261 **insurance including all endorsements and any and all other attachments as**

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262 *required in this Section. An individual authorized by the insurance carrier to*
263 *do so on its behalf shall sign the original endorsements for each policy and the*
264 *Certificate of Insurance.*

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

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

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

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

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

285 **11.0 AVAILABILITY OF FUNDING**

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

291 **12.0 RECORDS AND DOCUMENTS**

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

298 12.1 CONTRACTOR to provide COUNTY with reports and
299 information relative to this Agreement and in accordance with terms set forth herein,
300 as may be requested by COUNTY.

301 **13.0 MONITORING**

302 CONTRACTOR hereby agrees to establish procedures for self-
303 monitoring and shall permit an appropriate official of the COUNTY, State or Federal

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304 government to monitor, access, or evaluate CONTRACTOR'S performance under
305 this Agreement upon reasonable notice to CONTRACTOR and at any reasonable
306 time.

307 **14.0 LICENSE**

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

314 14.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
315 agents, and subcontractors performing services under the terms of this Agreement
316 are in compliance with all relative licensing requirements. CONTRACTOR hereby
317 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
318 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
319 such license(s). Said inability shall be cause for termination of this Agreement.

320 14.2 COPY REQUIRED. A copy of each such license, permit,
321 approval, waiver, exemption, registration, accreditation, and certificate shall be
322 provided to Contracts Administration.

323 14.3 Further, CONTRACTOR hereby agrees to abide by the
324 standards of medical practice of the profession when performing services hereunder.

325 **15.0 NONDISCRIMINATION AND ELIGIBILITY**

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

334 15.1 For the purpose of this Agreement, distinctions on the grounds of
335 race, religion, color, sex, national origin, age, or physical or mental handicap include
336 but are not limited to the following:

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

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

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

346 D. Treating an eligible person differently from others in
347 determining whether he satisfied any eligibility, membership, or other requirement or

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348 condition which individuals must meet in order to be provided a similar service or
349 benefit.

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

353 **16.0 CONFLICT OF INTEREST**

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

357 **17.0 ALTERATION**

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

361 17.1 Only the County Board of Supervisors or County Purchasing
362 Agent may authorize the alteration or revision of this Agreement. The parties
363 expressly recognize that COUNTY personnel are without authorization to either
364 change or waive any requirements of this Agreement.

365 **18.0 ASSIGNMENT**

366 CONTRACTOR may not delegate the obligations hereunder, either in
367 whole or in part, without prior written consent of COUNTY provided, however,
368 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
369 carried out by means of subcontracts if approved by COUNTY. No subcontract shall

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370 terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to
371 this Agreement. CONTRACTOR may not assign the rights hereunder, either in
372 whole or in part, without prior written consent of COUNTY. Any attempted
373 assignment or delegation in derogation of this paragraph shall be void. A change in
374 the business structure of CONTRACTOR, including but not limited to, change in the
375 majority ownership, change in the form of CONTRACTOR'S business organization,
376 management of CONTRACTOR, CONTRACTOR'S ownership of other business
377 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
378 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

379 **19.0 ADMINISTRATION**

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

383 **20.0 WAIVER**

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

390 **21.0 JURISDICTION, VENUE, SEVERABILITY**

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

398 **22.0 INDEPENDENT CONTRACTOR**

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

408 22.1 It is further understood and agreed by the parties hereto that
409 CONTRACTOR in the performance of its obligation hereunder is subject to the
410 control or direction of COUNTY merely as to the result to be accomplished by the
411 services hereunder agreed to be rendered and performed and not as to the means
412 and methods for accomplishing the results.

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413 **23.0 SUBCONTRACT FOR WORK OR SERVICES**

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

420 **24.0 INTEREST OF CONTRACTOR**

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

428 **25.0 CONDUCT OF CONTRACTOR**

429 25.1 The CONTRACTOR agrees to inform the COUNTY of all the
430 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
431 be incompatible with any interest of the COUNTY.

432 25.2 The CONTRACTOR shall not, under circumstances, which might
433 reasonably be interpreted as an attempt to influence the recipient in the conduct of

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434 his duties, accept any gratuity or special favor from individuals or organizations with
435 whom the CONTRACTOR is doing business or proposing to do business, in
436 accomplishing the work under the contract.

437 25.3 The CONTRACTOR shall not use for personal gain or make
438 other improper use of privileged information, which is acquired in connection with his
439 contract. In this connection, the term 'privileged information' includes, but is not
440 limited to, unpublished information relating to technological and scientific
441 development; medical, personnel, or security records of the individuals; anticipated
442 materials requirements or pricing actions; and knowledge of selection of
443 CONTRACTOR or subcontractors in advance of official announcement.

444 25.4 The CONTRACTOR or employees thereof shall not offer gifts,
445 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

446 **26.0 DISALLOWANCE**

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

453 **27.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

457 **28.0 FORCE MAJEURE**

458 28.1 In the event CONTRACTOR is unable to comply with any
459 provision of this agreement due to causes beyond their control such as acts of God,
460 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
461 liable to COUNTY for such failure to comply.

462 28.2 In the event COUNTY is unable to comply with any provision of
463 this agreement due to causes beyond its control relating to acts of God, acts of war,
464 civil disorders, or other similar acts, COUNTY shall not be held liable to
465 CONTRACTOR for such failure to comply.

466 **29.0 EDD REPORTING REQUIREMENTS**

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

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

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

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

489 **30.0 ENTIRE AGREEMENT**

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

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496 **31.0 CAPTIONS AND PARAGRAPH HEADINGS**

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

500 **32.0 NOTICES**

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

505 **CONTRACTOR**

COUNTY

506 RehabAbilities, Inc.

Riverside County Regional Medical Center

507 P.O. Box 1565

26520 Cactus Avenue

508 Rancho Cucamonga, CA 91729-1565 Moreno Valley, CA 92555

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

510 **CONTRACTOR**
511 **RehabAbilities, Inc.**

COUNTY

512 By: Michael A. Jones

By: Marion Ashley

513 Michael A. Jones
514 Type or Print Name

Marion Ashley
Type or Print Name

515 Vice President
516 Type or Print Title

Chairman
Type or Print Title

517 Date: June 1, 2010

JUL 27 2010
Date: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE

ATTEST:
KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

SCOPE OF SERVICE
Rehabilitation Registry Services
REHABILITATIONS, INC.

1.0 CONTRACTOR shall provide Riverside County Regional Medical Center with temporary staffing for Rehabilitation Therapy services, to include the following:

2.0 CONTRACTOR THERAPISTS REQUIREMENTS:

All CONTRACTOR staff must have at a minimum, the following licensure & experience for each classification.

Physical Therapist (PT):

Must apply the theory and methods of assessment of function, gross mobility, mobility, gait and treatment techniques on physical rehabilitation underlying the practice of physical therapy

- Must possess a valid (current) license to practice as a Certified Physical Therapist issued by the Physical Therapy Board of California; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

Speech-Language Pathologist:

Must apply the principles and methods of assessment of function and treatment techniques and planning for dysphasia, cognition, speech and language

- Must possess a valid (current) license to practice as a Certified Speech-Language Pathologist issued by the Speech-Language Board of California;
- Must have a Master's degree in speech pathology with clinical competency completion; and
- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

Occupational Therapist (OT):

Must apply the theory and methods of assessment of function and treatment techniques on mental and physical rehabilitation underlying the practices of occupational therapy

- Must possess a valid (current) license to practice as a Certified

SCOPE OF SERVICE
Rehabilitation Registry Services
REHABILITIES, INC.

Occupational Therapist issued by the Occupational Therapy Board of California; and

- Shall have a current Basic Life Support (BLS) certification provided by the American Heart Association

3.0 CONTRACTOR PERFORMANCE PROVISIONS:

- A. 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.
- B. The screening by CONTRACTOR shall include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and 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.
- C. 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.
- D. CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission.
- E. 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.
- F. Registry staff must have current Basic Life Support training and maintain certification on a yearly basis in compliance with Joint Commission regulation.
- G. 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.
- H. CONTRACTOR therapist 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.

SCOPE OF SERVICE
Rehabilitation Registry Services
REHABILITATIONS, INC.

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

- I. CONTRACTOR technician shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- J. CONTRACTOR technician must possess and wear a photographic identification card supplied by CONTRACTOR.
- K. CONTRACTOR technician must be able to speak, read and write the English language.
- L. CONTRACTOR will adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- M. CONTRACTOR's staff must report to the Rehabilitation Department at the beginning of the assigned shift and at the completion of the shift.
- N. 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.
- O. CONTRACTOR shall adhere to COUNTY'S RIGHT TO DISMISS:
 - 1. 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.
 - 2. 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.
 - 3. 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
- P. 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
Rehabilitation Registry Services
REHABILITIES, INC.

Q. 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.

FEE SCHEDULE
Rehabilitation Registry Services
REHABILITATION, INC.

All rates shall be for all shifts worked.

CLASSIFICATION	PER HOUR RATE	OVERTIME RATE
Physical Therapist (PT)	\$67.00	\$100.00
Occupational Therapist (OT)	\$65.00	\$97.00
Speech-Language Pathologist	\$78.00	\$117.00

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
REHABILITIES, 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 **RehabAbilities, 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
REHABILITATIONS, 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
REHABILITATION, 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 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
REHABILITATIONS, 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.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
REHABILITATIONS, 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

Between the County of Riverside and
REHABILITIES, INC.

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
REHABILITATIONS, INC.

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.