

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



771

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
August 10, 2010

SUBJECT: Professional Services Multi-Year Agreement between DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc. and Riverside County Regional Medical Center (RCRMC)

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the Professional Services Agreement with DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc., without securing competitive bids, in accordance with Ordinance 459.4 for a term of three years, effective August 1, 2010 through June 30, 2013, for an aggregate amount not to exceed \$3,600,000, and;
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise automatic yearly renewals, 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: (Continued on page two)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,200,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

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
Debra Cournoyer
BY _____
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 10, 2010
xc: RCRMC, Purchasing

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

3.53

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: _____
 Departmental Concurrence
 Purchasing: _____
 Policy _____
 Consent _____
 Dept's Recommendation: _____
 Per Exec. Ofc.: _____
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BOARD OF SUPERVISORS

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SUBJECT: Professional Services Multi-Year Agreement between **DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc.** and Riverside County Regional Medical Center (RCRMC)

BACKGROUND: (Continued)

Since October 1996, Riverside County Regional Medical Center (RCRMC) has contracted with DaVita, Inc. d/b/a Renal Treatment Centers for dialysis services. On July 26, 2005, Agenda Item #3.50, the Board approved the multi-year agreement with DaVita, Inc. to provide dialysis services for the hospital. Renal Treatment Center, subsidiary of DaVita, Inc. is the only area provider that offers complete dialysis treatment services for RCRMC's acute dialysis inpatients.

Renal Treatment Center is located on the RCRMC's campus and provides trained staff and equipment for all the chronic and acute inpatient and outpatient dialysis treatments as required by the hospital, providing immediate response time and support for RCRMC's patients.

Hemodialysis is the most frequently used procedure under the current contract. For the past five years, RCRMC has experienced a tremendous increase (over 60%) in the amount of inpatients requiring acute dialysis treatment services. The hospital anticipates these services will continue to escalate.

PRICE REASONABLENESS:

Renal Treatment Center certifies that the prices offered are the lowest, or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and/or offered to Federal, State, or Local Government contracts.

In addition, the rate offered in this new contract for hemodialysis procedures have increased slightly by \$80.00 since 2005. Overall, their rates have not significantly changed.

FISCAL FUNDING:

Hospital Enterprise Funds (100%)

ATTACHMENT:

Professional Services Agreement between RCRMC and DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND**

DAVITA, INC. d/b/a RENAL TREATMENT CENTERS – CALIFORNIA, INC.

1 ACUTE SERVICES AND DISCHARGE PLANNING SERVICES AGREEMENT

2 This Agreement is made and entered into by and between the County of
3 Riverside, a political subdivision of the State of California, through its Medical Center,
4 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and
5 **Renal Treatment Centers – California, Inc. and Patient Pathways, LLC,**
6 hereinafter collectively referred to as CONTRACTOR. The Agreement shall be
7 effective as of the later of August 1, 2010 or the date of final signature below

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

11 WHEREAS, the CONTRACTOR shall provide COUNTY with Hemodialysis,
12 Automated Peritoneal Dialysis, Continuous Renal Replacement Therapy services
13 (“CRRT”) and Patient Discharge Planning services (the “Services” outlined in **Exhibit**
14 **C**) in accordance with generally recognized standards of care as outlined by federal,
15 state and local applicable laws and regulations, as such may be amended from time
16 to time; and

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

19 WHEREAS, COUNTY further desires CONTRACTOR to engage or secure the
20 services of a nephrologist to serve as acute medical director of the program by which
21 Services are provided at COUNTY’s Hospital. The nephrologist that fulfills the role of
22 Medical Director shall maintain COUNTY Hospital Medical Staff membership in good

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23 standing with appropriate privileges in Nephrology but otherwise shall be selected in
24 CONTRACTOR's sole discretion. Medical Director shall provide oversight and
25 collaborate in concert with the COUNTY Hospital's Chief of Medicine to assess and
26 provide recommendations regarding the provision and utilization of renal replacement
27 services.

28 NOW THEREFORE, in consideration of the mutual promises, covenants and
29 conditions hereinafter contained the PARTIES hereto mutually agree as provided in
30 this agreement.

31 **1.0 DESCRIPTION OF SERVICES**

32 CONTRACTOR shall provide COUNTY all Services as outlined in this
33 agreement and as specified in **Exhibit A**.

34 1.0 (a) Performance Improvement. COUNTY has a number of goals it
35 hopes to attain regarding appropriate utilization of renal therapies and requires the
36 assistance of CONTRACTOR to ensure that Services are provided in a safe, timely,
37 effective, efficient and patient centered manner. CONTRACTOR agrees to assist the
38 COUNTY in establishing processes and tools that promote the COUNTY's goals,
39 consistent with and according to current medical standards. Therefore, COUNTY and
40 HOSPITAL agree to establish mutually agreed upon Performance Improvement
41 Indicators ("PI Indicators") on an annual basis. The Joint Dialysis Operations
42 Committee as further defined below herein shall review Performance Improvement
43 reports on a quarterly basis. CONTRACTOR agrees to collect and report to COUNTY
44 data of importance to the quality of care and utilization of dialysis and renal

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45 replacement therapies, but COUNTY retains professional and administrative
46 responsibility for the Services rendered. Subject to the restrictions in Section 5, each
47 party agrees to share with the other party such information and data in a timely
48 manner as is reasonably necessary for performance improvement, and for purposes
49 of Joint Dialysis Operations Committee review of PI Indicators. Pursuant to California
50 Code of Regulations, Title 22, Section 70713, use of outside services. At all times,
51 COUNTY and the patient's Physician shall retain ultimate authority over and
52 responsibility for each patient's care and treatment.

2.0 HOSPITAL LIAISON

53
54 County will designate one COUNTY Hospital employee to act as the
55 liaison between the parties (the "Liaison"). The Liaison shall meet, as reasonably
56 requested, with CONTRACTOR's Administrator, COUNTY's administrators,
57 COUNTY's physicians and others as required to discuss matters affecting the
58 provision of Services. Unless otherwise specified in the Agreement, the Liaison will
59 receive from CONTRACTOR all reports and documents required by the Agreement.

2.1 Joint Dialysis Oversight Committee.

60
61 COUNTY and CONTRACTOR shall establish a Joint Dialysis
62 Oversight Committee ("JDOC") which shall be responsible for the operational, clinical
63 quality, and performance improvement components of the Agreement. The
64 chairperson of the JDOC shall be a COUNTY Hospital Nursing Executive and the
65 JDOC shall meet at least quarterly. JDOC participants shall consist of appropriate
66 COUNTY Hospital Leadership representing nursing, quality management, infection

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67 control and case management in addition to the CONTRACTOR'S Medical Director,
68 the CONTRACTOR'S Director of Operations, and the Administrator.

69 2.2 HIPAA Business Associate Agreement

70 The CONTRACTOR in this Agreement is subject to all relevant
71 requirements contained in the Health Insurance Portability and Accountability Act of
72 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
73 regulations promulgated subsequent thereto. Both parties shall adhere to all terms
74 and conditions as outlined and specified in **Exhibit E**.

75 **3.0 TERM AND TERMINATION**

76 3.1 TERM: This Agreement will begin on the Effective Date and will
77 continue for a term of three (3) years unless terminated as otherwise provided herein.

78 3.2 TERMINATION. Either party may terminate this Agreement with
79 cause, as outlined in Sections 3.5, 3.6 and 3.7 below, or without cause one-hundred
80 (180) days prior written notice, served upon either party stating the effective date of
81 termination.

82 3.3 After receipt of the notice of termination, CONTRACTOR shall:
83 (a) Stop all work under this Agreement on the date specified in the notice of
84 termination; and (b) Transfer to COUNTY and deliver in the manner as directed by
85 COUNTY any materials, reports or other products which, if the Agreement had been
86 completed or continued, would have been required to be furnished to COUNTY.

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87 3.4 After termination, COUNTY shall make payment only for
88 CONTRACTOR's performance up to the date of termination in accordance with this
89 Agreement and at the rates set forth in **Exhibit B**.

90 3.5 Mutual Right to Terminate for Cause. This Agreement may be
91 terminated by either party following written notice by the non-breaching party to the
92 breaching party ("Notice"), and subject to the time periods set forth below, unless the
93 breaching party cures the default or condition specified in the notice within such
94 period of time:

95 (a) Breach by a party of any material provision of this
96 Agreement, which the breaching party fails to cure within thirty (30) days after receipt
97 of Notice.

98 (b) Upon receipt of Notice of the loss, revocation or
99 suspension of COUNTY's license to operate.

100 (c) Upon receipt of Notice of the loss or substantial
101 impairment of either party's professional liability insurance.

102 (d) Upon the exclusion or suspension of either party from
103 participation in the Medicare or Medicaid programs, provided, however, that all
104 hearings and appeals have been exhausted.

105 (e) Upon receipt of Notice that a party (i) is generally unable
106 to pay its debts as they become due; (ii) has admitted in writing its inability to pay its
107 debts generally; (iii) institutes a proceeding under the federal bankruptcy laws or any
108 other federal or state reorganization, liquidation, insolvency or moratorium laws,

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109 including any assignment for the benefit of creditors; (iv) is the subject of an
110 involuntary petition under any law relating to bankruptcy, insolvency, liquidation,
111 rehabilitation or reorganization, which is not stayed or dismissed after sixty (60) days;
112 or (v) is or becomes subject to the jurisdiction of a court-appointed receiver or trustee
113 for it or for any substantial part of its property.

114 (f) In the event performance by either party of any term,
115 covenant, condition or provision of this Agreement shall: (i) jeopardize the licensure
116 of either party; (ii) jeopardize either party's participation in Medicare, Medicaid, Blue
117 Cross, or other governmental reimbursement or payment programs, or any other
118 state or nationally recognized accrediting organization; or (iii) violate any statute,
119 ordinance, or be otherwise deemed illegal or be deemed unethical, invalid or
120 unenforceable by any recognized body, agency, or association in the medical fields,
121 either party shall have the immediate right to initiate the renegotiation of the affected
122 term(s) of this Agreement, upon notice to the other party, to remedy such condition.
123 The parties shall thereafter use their best efforts to renegotiate in good faith to
124 restructure this relationship so as to: (x) bring any provision in compliance so as not
125 to jeopardize any party's licensure, participation in government programs or
126 accrediting organizations; or (y) make the same lawful, valid enforceable or ethical,
127 and to the extent possible, to maintain the economic benefits to any party as
128 contemplated hereunder. Should the parties be unable to renegotiate the term(s) so
129 affected so as not to jeopardize any party's licensure, participation in government
130 programs or accrediting organizations, or to bring it/them into compliance with the

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131 statute, rule, regulation, principle or interpretation that rendered it/them unlawful or
132 unenforceable within ninety (90) days of the date on which notice of a desired
133 renegotiation is given, then either party shall be entitled, after the expiration of said
134 initial ninety (90) day period, to terminate this Agreement immediately.

135 3.6 COUNTY's Right to Terminate. This Agreement may be
136 terminated by COUNTY upon Notice to CONTRACTOR subject to the time periods
137 set forth below, unless CONTRACTOR cures the default or condition specified in the
138 notice within such period of time:

139 (a) Upon ten (10) days following receipt of Notice of an action
140 or inaction of CONTRACTOR in the performance of its duties under this Agreement,
141 which, if continued, would result in the termination of COUNTY's licensure.

142 (b) A reasonable determination by COUNTY, on written
143 advice of its legal counsel, that continuation of this Agreement jeopardizes
144 COUNTY's tax exempt status, its status as provider to the Medicare or state
145 Medicaid programs or is otherwise illegal, in which case, the parties shall negotiate in
146 good faith to modify this Agreement to eliminate the concern. If the parties cannot
147 agree on the necessary modifications, this Agreement shall terminate immediately
148 upon the receipt of Notice by CONTRACTOR.

149 3.7 CONTRACTOR's Right to Terminate. This Agreement may be
150 terminated by CONTRACTOR upon Notice to COUNTY unless COUNTY cures the
151 default or condition specified in the notice within thirty days:

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152 (a) The COUNTY is not complying with Section 4.3, or paying
153 CONTRACTOR in accordance with Section 4.2.

154 (b) After the first year of the Agreement, the volume of
155 services COUNTY orders during any four-month period is, in the reasonable
156 determination of the CONTRACTOR, significantly less than the median four-month
157 volume during the life of the Agreement.

158 (c) The COUNTY experiences funding difficulties as
159 stipulated in Section 4.0 below.

160 (d) In the CONTRACTOR's reasonable determination, the
161 continuation of Services is financially untenable for the CONTRACTOR.

162 (e) CONTRACTOR shall have the right to immediately
163 terminate the Agreement if the COUNTY does not amend the Agreement to increase
164 the funding for any services ordered.

165 **4.0 COMPENSATION**

166 The COUNTY shall pay the CONTRACTOR for Services performed and
167 expenses incurred in accordance with the terms of **Exhibit B**, Fee Schedule. The fee
168 schedule shall be increased by two percent (2%) beginning on August 1, 2012. In no
169 event shall the County's total fiscal obligation exceed one million two hundred
170 thousand dollars (\$1,200,000.00) annually. CONTRACTOR shall not be obligated to
171 provide any services which would result in COUNTY owing an amount in excess of
172 the above referenced amount. No later than thirty (30) days prior to each increase
173 outlined above, the CONTRACTOR will provide the COUNTY with an updated fee

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174 schedule. Regardless of the timing of the COUNTY'S receipt of such updated fee
175 schedule, COUNTY will be responsible for paying the new fees as soon as they take
176 effect. Except as otherwise provided in this Section, this section may only be
177 modified upon the written agreement of the parties hereto.

178 4.1 No price increases will be permitted during the first year of this
179 Agreement.

180 4.2 Said compensation shall be paid in accordance with an invoice
181 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
182 thirty (30) working days of receipt of the invoice.

183 4.3 In the case of adjustments for mistakes by CONTRACTOR in
184 calculating any fees invoiced as set forth in **Exhibit B**, COUNTY shall notify
185 CONTRACTOR in writing within ten (10) business days from the date invoice was
186 submitted to review and return the monthly invoice if it is inaccurate, including a
187 written detailed description of any inaccuracies in the monthly statement in which
188 CONTRACTOR shall immediately correct the statement and reissue it, if
189 CONTRACTOR agrees with COUNTY's determination, or contact COUNTY to
190 discuss any differences that CONTRACTOR has with COUNTY's review. If
191 COUNTY does not respond to the invoice submitted by CONTRACTOR within ten
192 (10) business days from the date the invoice was submitted, COUNTY acknowledges
193 and agrees that such CONTRACTOR invoice in its current form is acceptable and
194 payable to CONTRACTOR by COUNTY. As such, CONTRACTOR shall be entitled
195 to receive full payment from COUNTY for invoice submitted by CONTRACTOR

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196 without any adjustments, offsets and/or short payments in accordance with Section
197 4.2.

198 4.4 All invoices submitted by CONTRACTOR shall include the
199 following:

- 200 ▪ Invoice number, invoice date, remittance address, and
201 invoice total amount; and
- 202 ▪ Must reflect the Services rendered, including the patient
203 name, patient ID number, if available, medical record
204 number, if available, hospital room number, the date when
205 Services were rendered, the procedure name, the number of
206 units, and the rate charged.

207 4.5 All invoices submitted by CONTRACTOR shall be addressed to,
208 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
209 Avenue, Moreno Valley, CA 92555.

210 **5.0 ASSURANCES**

211 CONTRACTOR hereby agrees that, where applicable, Services
212 provided hereunder will be performed in harmony with COUNTY policies and
213 procedures actually provided to CONTRACTOR by COUNTY.

214 5.1 CONTRACTOR warrants that it is, and will remain, in compliance
215 with all State and Federal laws and the standards of the Joint Commission.

216 5.2 CONTRACTOR certifies that it is aware of the Occupational
217 Safety and Health Administration (OSHA) regulations of the U.S. Department of

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

220 **6.0 CONFIDENTIALITY**

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

226 6.1 CONTRACTOR shall not disclose, except as otherwise
227 specifically permitted by this Agreement or authorized by the client or client's
228 representative, any such identifying information to anyone other than authorized
229 COUNTY personnel without prior written authorization from the COUNTY.

230 6.2 For the purpose of this paragraph, "identify" shall include, but not
231 limited to, name, identifying number, symbol, or other identifying particular assigned
232 to the individual, such as finger or voiceprint or photograph.

233 **7.0 HOLD HARMLESS/INDEMNIFICATION**

234 Each party shall indemnify and hold harmless the other, its applicable
235 Agencies, Districts, Special Districts and Departments, their respective directors,
236 officers, Board of Supervisors, elected and appointed officials, employees, agents
237 and representatives (individually and collectively hereinafter referred to as
238 Indemnitees) from any liability whatsoever, based or asserted upon any services of
239 the other party, its applicable officers, employees, subcontractors, agents or

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240 representatives arising out of or in any way relating to this Agreement, including but
241 not limited to property damage, bodily injury, or death or any other element of any
242 kind or nature whatsoever arising from the performance of the other , its applicable
243 officers, employees, subcontractors, agents or representatives Indemnitors from this
244 Agreement.

8.0 INSURANCE

245
246 8.1 Without limiting or diminishing the other party's obligation to
247 indemnify or hold the other harmless, each party shall procure and maintain or
248 cause to be maintained, at its sole cost and expense, the following insurance
249 coverage's during the term of this Agreement.

250 8.2 WORKERS' COMPENSATION:

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

258 8.3 COMMERCIAL GENERAL LIABILITY:

259 Commercial General Liability insurance coverage, including but
260 not limited to, premises liability, contractual liability, products and completed
261 operations liability, personal and advertising injury, and cross liability coverage,

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262 covering claims which may arise from or out of CONTRACTOR'S performance of its
263 obligations hereunder. Policy shall name the County of Riverside, its Agencies,
264 Districts, Special Districts, and Departments, their respective directors, officers,
265 Board of Supervisors, employees, elected or appointed officials, agents or
266 representatives as Additional Insureds. Policy's limit of liability shall not be less than
267 \$1,000,000 per occurrence combined single limit. If such insurance contains a
268 general aggregate limit, it shall apply separately to this agreement or be no less than
269 two (2) times the occurrence limit.

270 8.4 VEHICLE LIABILITY:

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

280 8.5 PROFESSIONAL LIABILITY:

281 CONTRACTOR shall maintain Professional Liability Insurance
282 providing coverage for the CONTRACTOR's performance of work included within this
283 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and

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284 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
285 written on a claims made basis rather than an occurrence basis, such insurance shall
286 continue through the term of this Agreement and CONTRACTOR shall purchase at
287 his sole expense either 1) an Extended Reporting Endorsement (also known as Tail
288 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back
289 to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
290 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage
291 with the same or original insurer. Coverage provided under items; 1), 2) or 3) will
292 continue for a period of five (5) years beyond the termination of this Agreement.

293 8.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

300 B. The CONTRACTOR'S insurance carrier(s) must declare
301 its insurance deductibles or self-insured retentions. If such deductibles or self-
302 insured retentions exceed \$500,000 per occurrence such deductibles and/or
303 retentions shall have the prior written consent of the County Risk Manager before the
304 commencement of operations under this Agreement. Upon notification of deductibles
305 or self insured retention's unacceptable to the COUNTY, and at the election of the

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306 Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
307 eliminate such deductibles or self-insured retention's as respects this Agreement with
308 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
309 investigations, claims administration, and defense costs and expenses.

310 C. CONTRACTOR shall cause CONTRACTOR'S insurance
311 carrier(s) to furnish the County of Riverside with either 1) a properly executed original
312 Certificate(s) of Insurance and certified original copies of Endorsements effecting
313 coverage as required herein, or 2) if requested to do so orally or in writing by the
314 County Risk Manager, provide original Certified copies of policies including all
315 Endorsements and all attachments thereto, showing such insurance is in full force
316 and effect. Further, said Certificate(s) and policies of insurance shall contain the
317 covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
318 to the County of Riverside prior to any material modification, cancellation, expiration
319 or reduction in coverage of such insurance. In the event of a material modification,
320 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
321 forthwith, unless the County of Riverside receives, prior to such effective date,
322 another properly executed original Certificate of Insurance and original copies of
323 endorsements or certified original policies, including all endorsements and
324 attachments thereto evidencing coverage's set forth herein and the insurance
325 required herein is in full force and effect. **CONTRACTOR shall not commence**
326 **operations until the COUNTY has been furnished original Certificate (s) of**
327 **Insurance and certified original copies of endorsements or policies of**

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328 *insurance including all endorsements and any and all other attachments as*
329 *required in this Section. An individual authorized by the insurance carrier to*
330 *do so on its behalf shall sign the original endorsements for each policy and the*
331 *Certificate of Insurance.*

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

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

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

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

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

352 **9.0 AVAILABILITY OF FUNDING**

353 The COUNTY obligation for payment of any contract beyond the current
354 fiscal year end is contingent upon the availability of funding from which payment can
355 be made. With the exception of treatments ordered and completed, no legal liability
356 on the part of the COUNTY shall arise for payment beyond June 30 of the calendar
357 year unless funds are made available for such performance. If no additional funding
358 is available by COUNTY, CONTRACTOR shall have the immediate right to terminate
359 this Agreement consistent with Section 3.7 above.

360 **10.0 RECORDS AND DOCUMENTS**

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

366 10.1 CONTRACTOR to provide COUNTY with reports and
367 information relative to this Agreement and in accordance with terms set forth herein,
368 as may be requested by COUNTY.

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DAVITA, INC. d/b/a RENAL TREATMENT CENTERS – CALIFORNIA, INC.

371 **11.0 MONITORING**

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

377 **12.0 LICENSE**

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

384 12.1 CONTRACTOR shall ensure that CONTRACTOR'S employees,
385 agents, and subcontractors performing Services under the terms of this Agreement
386 are in compliance with all applicable licensing requirements. CONTRACTOR hereby
387 agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or
388 any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain
389 such license(s). Said inability shall be cause for termination of this Agreement.

390 12.2 COPY REQUIRED. A copy of each such license, permit,
391 approval, waiver, exemption, registration, accreditation, and certificate shall be
392 provided to Contracts Administration upon COUNTY request.

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393 12.3 Further, CONTRACTOR hereby agrees to abide by the
394 standards of medical practice of the profession of the applicable CONTRACTOR'S
395 employee when performing Services hereunder.

396 **13.0 NONDISCRIMINATION AND ELIGIBILITY**

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

405 13.1 For the purpose of this Agreement, distinctions on the grounds of
406 race, religion, color, sex, national origin, age, or physical or mental handicap include
407 but at not limited to the following:

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

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

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

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

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

424 **14.0 CONFLICT OF INTEREST**

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

428 **15.0 ALTERATION**

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

432 15.1 Only the County Board of Supervisors or County Purchasing
433 Agent may authorize the alteration or revision of this Agreement. The parties
434 expressly recognize that COUNTY personnel are without authorization to either
435 change or waive any requirements of this Agreement.

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16.0 ASSIGNMENT

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17.0 ADMINISTRATION

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**PROFESSIONAL SERVICES AGREEMENT
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458 **18.0 WAIVER**

459 Any waiver by either party of any breach of any one or more of the
460 terms of this Agreement shall not be construed to be a waiver of any subsequent or
461 other breach of the same or of any other term thereof. Failure on the part of either
462 party to require exact, full and complete compliance with any terms of this Agreement
463 shall not be construed as in any manner changing the terms hereof or stopping either
464 party from enforcement hereof.

465 **19.0 JURISDICTION, VENUE, SEVERABILITY**

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

473 **20.0 INDEPENDENT CONTRACTOR**

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

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

483 20.1 It is further understood and agreed by the parties hereto that
484 CONTRACTOR in the performance of its obligation hereunder is subject to the
485 control or direction of COUNTY merely as to the result to be accomplished by the
486 services hereunder agreed to be rendered and performed and not as to the means
487 and methods for accomplishing the results.

21.0 SUBCONTRACT FOR WORK OR SERVICES

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

22.0 INTEREST OF CONTRACTOR

494 The CONTRACTOR covenants that it presently has no interest,
495 including but not limited to, other projects or independent contracts, and shall not
496 acquire any such interest, direct or indirect, which would conflict in any manner or
497 degree with the performance of services required to be performed under this
498 contract. The CONTRACTOR further covenants that in the performance of this
499 contract. The CONTRACTOR further covenants that in the performance of this
500 contract.

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

503 **23.0 CONDUCT OF CONTRACTOR**

504 23.1 The CONTRACTOR agrees to inform the COUNTY of all the
505 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to
506 be incompatible with any interest of the COUNTY.

507 23.2 The CONTRACTOR shall not, under circumstances, which might
508 reasonably be interpreted as an attempt to influence the recipient in the conduct of
509 his duties, accept any gratuity or special favor from individuals or organizations with
510 whom the CONTRACTOR is doing business or proposing to do business, in
511 accomplishing the work under the contract.

512 23.3 The CONTRACTOR shall not use for personal gain or make
513 other improper use of privileged information, which is acquired in connection with his
514 contract. In this connection, the term 'privileged information' includes, but is not
515 limited to, unpublished information relating to technological and scientific
516 development; medical, personnel, or security records of the individuals; anticipated
517 materials requirements or pricing actions; and knowledge of selection of
518 CONTRACTOR or subcontractors in advance of official announcement.

519 23.4 The CONTRACTOR or employees thereof shall not offer gifts,
520 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

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523 **24.0 RIGHT TO ACQUIRE EQUIPMENT**

524 Nothing in this agreement shall prohibit the COUNTY from acquiring the
525 same type or equivalent equipment from other sources, when deemed by the
526 COUNTY to be in its best interest.

527 **25.0 FORCE MAJEURE**

528 25.1 In the event CONTRACTOR is unable to comply with any
529 provision of this agreement due to causes beyond their control such as acts of God,
530 acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held
531 liable to COUNTY for such failure to comply.

532 25.2 In the event COUNTY is unable to comply with any provision of
533 this agreement due to causes beyond its control relating to acts of God, acts of war,
534 civil disorders, or other similar acts, COUNTY shall not be held liable to
535 CONTRACTOR for such failure to comply.

536 **26.0 ENTIRE AGREEMENT**

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

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545 **27.0 CAPTIONS AND PARAGRAPH HEADINGS**

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

549 **28.0 RIGHT OF FIRST REFUSAL**

550 COUNTY hereby grants to CONTRACTOR the right of first refusal for
551 any additional renal replacement and other blood treatment related therapies that are
552 not listed in **Exhibit B**, which the COUNTY decides to make available to its patients
553 during the term of this Agreement. Due to changes in medical practice and the
554 application of new technologies, such therapies shall be subject to addition or
555 revision and shall include but not be limited to the following: Hemodialysis; Peritoneal
556 Dialysis (CAPD & CCPD); Continuous Renal Replacement Therapies- (CRRT:
557 CVVH, CVVHD, CVVHDF, SLED); Isolated Ultrafiltration for the treatment of non-
558 renal related congestive heart failure (CHF), Apheresis Services including
559 Therapeutic Plasma Exchange and other blood component depletion procedures.
560 Should CONTRACTOR choose to not provide such services, the COUNTY will have
561 the right to pursue the matter with other vendors.

562 Additionally, in order to provide the discharge services outlined in this
563 Agreement, CONTRACTOR is required to invest significant time and expense
564 including that necessary to train its employees; COUNTY acknowledges and agrees
565 that it will be exposed to valuable Confidential Information and processes of
566 CONTRACTOR and will participate at CONTRACTOR's expense in building and

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567 maintaining the goodwill of patients. Accordingly, as a material inducement to
568 CONTRACTOR to enter into this Agreement, in consideration of the value provided
569 to COUNTY under this Agreement and for other good and valid consideration, the
570 receipt and sufficiency of which is hereby acknowledged, COUNTY agrees, in an
571 effort to legitimately protect CONTRACTOR's legitimate business interest, if this
572 agreement is terminated for any reason except for cause pursuant to sections 3.0,
573 CONTRACTOR shall retain the exclusive right to provide the discharge services
574 outlined in this Agreement for one (1) year following the termination date under
575 mutually agreed upon terms and conditions. COUNTY shall, during the one (1) year
576 following termination, be entitled to provide the discharge services covered in this
577 Agreement through its own agents or employees.

578 **29.0 DISCHARGE SERVICES**

579 CONTRACTOR shall also make Staff available to COUNTY to perform
580 discharge services for patients who require on-going dialysis services following
581 discharge in accordance with **Exhibit C**. COUNTY shall provide the data requested
582 on **Exhibit D**, attached hereto, within thirty (30) days after the end of each six-month
583 period ("Contract Bi-Quarter").

584 **30.0 NOTICES**

585 All correspondence and notices required or contemplated by this
586 Agreement shall be delivered to the respective parties at the addresses set forth
587 below and are deemed submitted one day after their deposit in the United States
588 mail, postage prepaid, certified or registered mail, return receipt requested:

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<u>CONTRACTOR</u>	<u>COUNTY</u>
589 DaVita Inc. d/b/a Renal Treatment	Riverside County Regional
590 Centers – California, Inc.	Medical Center
591 15253 Bake Parkway	26520 Cactus Avenue
592 Irvine, CA 92618	Moreno Valley, CA 92555
593	
594	

595 With a Copy to:

596 DaVita Inc. d/b/a Renal Treatment

597 Centers – California, Inc.

598 1100 S. Grove Ave., Ste. F1

599 Ontario, CA 91761

600 Attn: Divisional Vice President

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

602 **CONTRACTOR**

603 **Renal Treatment**

604 **Centers – California, Inc.**

COUNTY

605 By: Mike Shea

606

607

By: Marion Ashley

608 Mike Shea

609 Type or Print Name

Marion Ashley

CHAIRMAN, BOARD OF SUPERVISORS

610

611 Senior Vice President

612 Type or Print Title

613

614 Date: 7/27/10

615

616

Date: AUG 10 2010

617

618 FORM APPROVED COUNTY COUNSEL

619 BY: Neal R. Kipnis DATE: 7/29/10

620

ATTEST:

KEGIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

AUG 10 2010 3:53

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621 Patient Pathways, LLC

622
623 By: Mike Shea

624
625 Mike Shea
626 Type or Print Name

627
628 Senior Vice President
629 Type or Print Title

630
631 Date: _____

632 APPROVED AS TO FORM ONLY:

633
634
635 By: Jon Kweller

636
637 Jon Kweller
638 VP & Deputy General Counsel

639

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“EXHIBIT A”

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In accordance with the terms of the Contract Agreement, both CONTRACTOR

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and COUNTY mutually agree as follows:

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1.0 CONTRACTOR STAFF REQUIREMENTS

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1.1 CONTRACTOR assigned staff must carry a copy of his/her

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current license, and shall present a copy of their current license to COUNTY upon

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request.

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1.2 CONTRACTOR will do primary source verification of licensure

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upon hire and prior to the expiration of licenses of their employees and shall provide

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COUNTY with a copy of the primary source verification of each licensed nurse.

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1.3 Staff. CONTRACTOR shall provide properly trained and

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qualified non-physician personnel (the “Staff”), which may include but is not limited to,

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registered nurses, licensed vocational nurses and state-certified dialysis technicians

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practicing under the supervision of CONTRACTOR’s registered nurses, in adequate

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numbers to provide the ordered Services. Upon request by COUNTY,

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CONTRACTOR shall provide information and documentation regarding the licensure,

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certification, and experience of its Staff. If the COUNTY requires the CONTRACTOR

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to supply it with information regarding CONTRACTOR employees, including but not

658

limited to background checks and evaluations, the COUNTY will guarantee the

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confidentiality of such information in compliance with the Fair Credit Reporting Act

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Title VII, the Americans with Disabilities Act, the California Fair Employment and

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Housing Act, and all other applicable state and federal laws, rules, and regulations,

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662 including those governing the maintenance and destruction of such information.
663 COUNTY shall treat these records as though they were the records of their own
664 employees.

665 1.4 CONTRACTOR shall perform annual health screening for all
666 staff assigned to COUNTY to include a TB test, and or Chest X-Ray, if applicable
667 (verifying absence of active disease), fit test, a record of vaccination for Measles,
668 Mumps, Rubella, (MMR) series or record of positive MMR titer for new staff,
669 Varicella, proof of immunization of Diphtheria, Tetanus, Pertussis, Hepatitis B, Urine
670 Drug Screen and Urine Analysis for new staff, , Audio and Vision test – if part of a
671 physical for new staff, and a general physical examination clearance for new staff.
672 COUNTY will guarantee the confidentiality of such information in compliance with the
673 Fair Credit Reporting Act Title VII, the Americans with Disabilities Act, the California
674 Fair Employment and Housing Act, and all other applicable state and federal
675 laws, rules, and regulations, including those governing the maintenance
676 and destruction of such information. COUNTY shall treat these records as though
677 they were the records of their own employees.

678 1.4 (a) Health Monitoring. If, subject to all applicable state
679 and federal laws, COUNTY desires or requires that CONTRACTOR provide any
680 additional monitoring of the health of CONTRACTOR beyond that which is required
681 above, CONTRACTOR'S Human Resources Department's policies and procedures
682 in such respect, then COUNTY shall request that CONTRACTOR provide such
683 additional health monitoring and then reimburse CONTRACTOR for all expenses

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684 incurred by CONTRACTOR or its Personnel (including, without limitation, labor
685 costs). Additionally, COUNTY will memorialize any request for additional health
686 monitoring in writing thirty (30) days prior to its implementation and CONTRACTOR
687 will utilize COUNTY's written request and documentation of CONTRACTOR's Staff
688 completion of additional health monitoring and other expenses incurred to bill
689 COUNTY for such Services as Nursing Consult in accordance with the fee schedule
690 set forth as **Exhibit B**.

691 1.5 CONTRACTOR assigned Nurses must have current Basic Life
692 Support training in accordance with the American Heart Association and maintain
693 certification on a biennial basis in compliance with Joint Commission requirement.

694 1.6 CONTRACTOR assigned staff must possess and wear a
695 photographic identification card supplied by CONTRACTOR, and must be properly
696 attired, in accordance with COUNTY guidelines.

697 1.7 CONTRACTOR assigned staff must be able to speak, write and
698 read the English language.

699 1.8 CONTRACTOR staff must report to each COUNTY assigned
700 department as follows:

701 1.8.1 Nurse - Assigned Nurses shall report to the Nurse Staffing
702 Office and sign-in on COUNTY's log prior to reporting to the unit and initiating
703 treatments, and sign-out on COUNTY's log after the completion of Services.

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704 1.8.2 Technician – Assigned technicians shall report to
705 COUNTY's Material Management Department and sign-in on COUNTY's log prior to
706 beginning Services and sign-out on COUNTY's log at the completion of Services.

707 1.9 CONTRACTOR shall not knowingly assign to the COUNTY any
708 employee with a criminal history revealing a felony and/or misdemeanor conviction
709 and/or pending case. COUNTY'S CNO or the House Shift Supervisor may provide
710 written notice to suspend the right of any CONTRACTOR Staff person from providing
711 services at COUNTY under the terms of this Agreement if in the reasonable judgment
712 and discretion of COUNTY, their conduct, including not adhering to the COUNTY'S
713 policies and procedures, or rules and/or regulations that CONTRACTOR Staff have
714 received from the COUNTY and the attitude of the CONTRACTOR Staff, threatens
715 the health, safety, or welfare of any patient or employee of COUNTY or the
716 confidentiality of any information relating to a patient. CONTRACTOR hereby agrees
717 to immediately replace any such CONTRACTOR Staff Member upon CNO or House
718 Shift Supervisor's written request.

719 1.10 CONTRACTOR assigned staff will complete orientation to
720 RCRMC by the end of their first assigned visit to COUNTY which will include, but not
721 limited to:

722 1.10.1 Nurses – Assigned Nurses shall attend HIPAA
723 Privacy Awareness, Injury and Illness Prevention (Blood-borne Pathogen/TB
724 Exposure, Hazard Communication), Infection Prevention and Control, Emergency
725 Procedures and Preparedness, Fire Prevention Safety and Health, Pain

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726 Management, Life Safety, National Patient Safety Goals, Patient Care Expectations
727 and other required in-services training.

728 1.10.2 Technicians – Assigned technicians shall attend
729 COUNTY Safety, Abuse Reporting, Infection Prevention and Control, Sexual
730 Harassment, Hostile Work Environment, Workplace Violence and other required in-
731 services training.

732 1.11 CONTRACTOR assigned staff shall complete and return all
733 orientation required documentation promptly, prior to the completion of their first
734 assignment. Thereafter, each assigned staff shall be annually re-certified on
735 COUNTY's procedures and practices by COUNTY.

736 1.12 COUNTY will evaluate CONTRACTOR staff performance during
737 their first three visits and annually, thereafter.

738 1.13 CONTRACTOR assigned staff shall sign and adhere to their
739 respective job descriptions as listed in:

740 1.13.1 **Exhibit A.1** Registered Nurse Job Description – Dialysis

741 1.13.2 **Exhibit A.2** Job Description – Contractor/Vendor

742 **2.0. ADDITIONAL ORIENTATION OR TRAINING.**

743 If COUNTY requires that CONTRACTOR Staff attend on-site COUNTY
744 orientation or other on-site training, then COUNTY shall provide such additional
745 orientation and training at its own expense and reimburse CONTRACTOR for any
746 labor costs incurred by CONTRACTOR incident to such additional orientation,
747 described in **Exhibit B** herein. Additionally, COUNTY will memorialize its request for

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748 additional orientation and training in writing prior to its implementation and
749 CONTRACTOR will utilize COUNTY's written request and documentation of
750 CONTRACTOR Staff completion of on-site COUNTY orientation and training to bill
751 COUNTY for such Services in accordance with the fee schedule set forth as **Exhibit**
752 **B.**

753 **3.0. ORDERS**

754 CONTRACTOR shall provide Services only upon receipt of an order
755 ("Order") of a nephrologist or physician who has been authorized by COUNTY to
756 make such requests. COUNTY shall provide CONTRACTOR with a list of
757 nephrologists or physicians authorized and qualified to order Services (the
758 "Physicians"), which list COUNTY shall update from time to time. In order to initiate
759 treatment, COUNTY agrees to promptly contact CONTRACTOR upon receipt of an
760 Order and after the patient has received a functioning vascular or peritoneal access
761 for treatment. If contact is made by telephone, COUNTY will call the dedicated
762 phone number CONTRACTOR will give to COUNTY for placing an Order. The
763 COUNTY's call to CONTRACTOR with Orders for Services is the COUNTY's
764 authorization for CONTRACTOR to provide such Services on the COUNTY's behalf.
765 CONTRACTOR agrees to demonstrate commercially reasonable efforts in providing
766 Services within four (4) hours following the receipt of an Order from the COUNTY for
767 treatment, or within a later specified time frame as set by a patient's physician. If
768 CONTRACTOR receives a verbal or read back Order for the provision of Services,
769 COUNTY shall provide to CONTRACTOR a written Order from the Physician within

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770 forty-eight (48) hours of such verbal or read-back Order. COUNTY shall ensure that
771 necessary, appropriate and proper written informed consent specific to the Services
772 has been obtained. COUNTY shall make such documents available to
773 CONTRACTOR Staff immediately prior to the performance of the Services.
774 COUNTY and CONTRACTOR agree that the Physician(s) shall be responsible for
775 discussing the risks and benefits of treatments involving any of the Services in
776 conjunction with obtaining the written informed consent. If questions arise from any
777 documentation to be provided under this Section, CONTRACTOR may delay the
778 performance of the Services until it has the required information. The CONTRACTOR
779 Staff will be responsible for provision of the ordered Services, including: (a) set-up
780 and safety check of machine and water treatment system; (b) initiating treatment,
781 monitoring of treatment, and termination of treatment; (c) documentation of treatment
782 on COUNTY approved forms; and (d) clean-up of dialysis equipment and proper
783 storage of machine and supplies.

784 **4.0. LOCATION**

785 CONTRACTOR shall provide the ordered Services at patient bedside or
786 in a designated dialysis room made available by COUNTY. The determination of the
787 medically appropriate location of each treatment shall be made in the sole and
788 absolute discretion of a particular patient's Physician and shall be expressed in an
789 Order. Hospital shall be responsible for all patient transport.

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792 **5.0. TREATMENT**

793 Whenever patients are receiving Services, CONTRACTOR shall
794 provide on duty at least one (1) Registered Nurse currently licensed in the State of
795 California and experienced in rendering Services, to oversee the provision of
796 Services and such additional staff to maintain an appropriate patient/staff ratio. The
797 staff shall monitor and regulate the Services in conformity with Physician's Orders
798 and the patient's condition.

799 **6.0. SERVICE ADMINISTRATOR**

800 CONTRACTOR shall designate a member of its staff as the
801 administrator (the "Administrator"). The Administrator shall meet, as reasonably
802 requested, with the COUNTY's administrators and physician-directors of dialysis and
803 related Services to discuss matters affecting the provision of Services.

804 **7.0. EQUIPMENT**

805 CONTRACTOR will provide, maintain in good operating condition and
806 repair all dialysis and related equipment necessary for the provision of Services and
807 provide documentation to Plant Operations in accordance with COUNTY's Equipment
808 Management Plan. The reports of equipment maintenance will include upgrades and
809 equipment status.

810 7.1 CONTRACTOR shall provide equipment maintenance log and
811 calibration certification as required by Joint Commission, for all equipment brought on
812 site.

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813 7.2 CONTRACTOR will provide COUNTY with verification of
814 competency for CONTRACTOR staff performing equipment maintenance to include,
815 job description, licensure, if applicable and/or certifications and evidence of
816 training/education.

817 7.3 CONTRACTOR will provide COUNTY with monthly reports of
818 water testing with documentation of actions for any issues.

819 7.4 COUNTY will verify competency of CONTRACTOR staff.

820 7.5 COUNTY will inspect all CONTRACTOR's equipment each time
821 the equipment is moved off site and returned on site to COUNTY. CONTRACTOR
822 will check in with Materials Management and Plant Operations each time equipment
823 if moved on site or off site.

824 7.6 COUNTY will submit CONTRACTOR's quarterly reports of water
825 testing to the Infection Prevention and Control Committee.

826 7.7 COUNTY will submit CONTRACTOR's quarterly reports of
827 equipment maintenance logs and calibration certification to the Environment of Care
828 Committee.

829 **8.0. RECORDS AND REPORTS**

830 CONTRACTOR shall provide a treatment record that shall be submitted
831 to the Charge Nurse for the patient's Medical Record. CONTRACTOR shall also
832 submit a charge sheet to the Nursing House Supervisor or the Nurse Staffing Office
833 upon completion of each Service performed which shall then be signed and dated by

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834 the applicable COUNTY officer, with a copy provided back to the CONTRACTOR for
835 their records.

836 **9.0. CONTRACTOR GENERAL DUTIES AND RESPONSIBILITIES**

837 9.1 CONTRACTOR's assigned Nurse will communicate with the
838 COUNTY's nurse at time of arrival and departure from location where procedure is
839 being performed.

840 9.2 CONTRACTOR assigned Nurse shall receive patient report from
841 patient's nurse prior to initiating treatment.

842 9.3 Communication between COUNTY and CONTRACTOR
843 assigned Nurse will include but not be limited to the following specific information:

844 9.3.1 Patient's pertinent condition (i.e., treatment condition)

845 9.3.2 Tolerance of procedure and medications;

846 9.3.3 Medications given;

847 9.3.4 Lab tests or other services required by COUNTY staff to
848 be performed for dialysis patients during dialysis.

849 9.4 CONTRACTOR's assigned Nurse shall complete any and all
850 reports required for Services. Assigned Nurse shall complete all blood lab slips,
851 document all blood transfusion on the Blood Transfusion Record; document any fluid
852 intake amount and fluid output amount during dialysis in the Medical Report; and
853 other medications administered in the Medication Administration Record.

854 9.5 CONTRACTOR's assigned Technician shall complete any and
855 all reports required for Services.

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856 9.6 CONTRACTOR's assigned staff must secure all equipment and
857 supplies in a locked, CONTRACTOR-approved storage area designated within the
858 COUNTY when procedure and/or Services are completed.

859 9.7 CONTRACTOR's assigned staff shall be available to the
860 COUNTY personnel for continuing education and training as reasonably necessary to
861 maintain a current technological and clinical knowledge base for acute dialysis
862 patient care.

863 9.8 CONTRACTOR assigned Nurse may assist with discharge
864 planning for patients.

865 9.9 CONTRACTOR assigned Nurse may provide dialysis related
866 education to patients and family members.

867 **10.0. SUPPLIES PROVIDED BY CONTRACTOR**

868 10.1 Commercially available dialysate solutions ordered for Services.

869 10.2 Tubing Sets required for CONTRACTOR provided equipment or
870 for the provision of Services.

871 10.3 Dialyzers are included in the fee schedule in Exhibit B below.

872 10.4 Filters required for CONTRACTOR provided equipment including
873 Transducer Protectors and filters for portable RO equipment.

874 10.5 Fistula Needles, dialysis end caps and catheter adaptors, if
875 applicable.

876 10.6 Water Quality Analysis Supplies.

877 //

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878 **11.0 SUPPLIES/SERVICES PROVIDED BY COUNTY**

879 11.1 Adequate space, consistent with all applicable guidelines and
880 regulations, to store sufficient equipment, water systems and medical supplies
881 required, at CONTRACTOR's sole discretion, by the patient volume, complexity of
882 Services, and consistent with response time and scheduling requirements set forth in
883 this Agreement.

884 11.2 All patient transport.

885 11.3 Access to and all necessary connections to obtain incoming
886 water appropriate for the provision of dialysis treatments. Incoming water shall be at
887 the appropriate temperature, and quantity, delivered with adequate pressure for the
888 proper functioning of the dialysis machines and related equipment.

889 11.4 Access to and all necessary code-compliant connections to a
890 drain into a sewer system appropriate for the disposal of effluent solutions from
891 dialysis procedures.

892 11.5 Utilities, including electricity, gas and HVAC. Access to sufficient
893 dedicated GFI electrical outlets necessary for the proper functioning of dialysis
894 equipment, water purification devices and any other electrical device that may be
895 required for patient care.

896 11.6 Telecommunications including emergency call systems.
897 Telephone and fax lines will include outside line usage located in the space provided
898 for the provision of the Services.

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899 11.7 COUNTY's biomedical or maintenance department shall monitor
900 electrical safety of dialysis equipment according to Joint Commission requirements.

901 11.8 COUNTY Obligation. COUNTY Hospital shall be responsible for
902 the maintenance of its own equipment which is not provided by CONTRACTOR,
903 including, without limitation, maintenance and water testing of equipment owned by
904 the COUNTY. The COUNTY owns and will maintain the water system that supplies
905 the water the CONTRACTOR utilizes in providing the services contemplated herein.
906 COUNTY acknowledges and assumes full responsibility for all water quality testing.
907 COUNTY agrees to provide water at a quality level that meets or exceeds
908 Association for the Advancement of Medical Instrumentation (AAMI) guidelines.
909 COUNTY acknowledges and assumes full and exclusive liability for any injury or
910 liability to any patients arising out of the quality of the water. COUNTY specifically
911 agrees to indemnify CONTRACTOR against any and all claims relating to the quality
912 of the water, and waives sovereign immunity and any other immunity for any such
913 indemnification claims. COUNTY agrees to make all periodic water testing results
914 and water system maintenance records available to CONTRACTOR upon request.

915 11.9 Adequate and Safe Space (as defined herein), consistent with all
916 applicable guidelines and regulations, to perform Services. "Safe Space" shall mean
917 that CONTRACTOR personnel will be free from any real or threatened acts of
918 physical violence from, but not limited to, COUNTY patients. If CONTRACTOR has
919 reason to believe its personnel may be subject to any kind of physical abuse, the
920 COUNTY agrees to work with CONTRACTOR to establish and maintain "Safe

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921 Space” by, for example, providing security personnel, though the exact measures
922 taken will be mutually agreed upon by both parties at that specific time.

923 11.10 All physical restraints, chemical restraints and other
924 personnel/equipment necessary or appropriate to restrain patients to protect the
925 safety of the Staff and other patients.

926 11.11 Emergency support services including emergency facility
927 personnel, equipment and supplies.

928 11.12 Free parking in a safe environment within close proximity to
929 COUNTY Hospital for all CONTRACTOR personnel.

930 11.13 Janitorial, in-house messenger, laundry, medical records,
931 transcription, and environmental services, all as related to the Services including,
932 without limitation, medical and hazardous waste removal.

933 11.14 Pharmaceuticals, medical supplies and other supplies not listed
934 in Section 10 that are necessary and appropriate for the provision of the Services,
935 including all intravenous replacement solutions, saline, peripheral fluids and plasma.

936 11.15 Blood banking, laboratory, x-ray services as required for patient
937 care both on an emergent and non-emergent basis.

938 11.16 COUNTY nurses, social workers, or case managers shall
939 provide the CONTRACTOR Staff with a daily listing or notification of inpatients
940 requiring discharge services.

941 11.17 COUNTY nurses shall provide the CONTRACTOR Staff with a
942 daily listing of inpatients requiring dialysis or related services.

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943 11.18 The COUNTY shall complete a CONTRACTOR-provided
944 quarterly satisfaction survey, related to the CONTRACTOR's performance under this
945 Agreement.

946 11.19 All necessary medical record charting forms.

947 11.20 Within one week of the Effective Date, the COUNTY shall
948 provide the CONTRACTOR's staff with appropriate identification to allow all access
949 to the COUNTY premises necessary to perform the Services.

950 11.21 All equipment and supplies necessary for CONTRACTOR to
951 comply with all COUNTY policies and procedures with respect to the treatment of
952 patients with communicable diseases and/or infections in conjunction with the
953 provision of Services, as long as such policies and procedures are consistent with
954 CONTRACTOR's polices and procedures for the provision of Services.

955 11.22 Orientation to all CONTRACTOR Staff with respect to
956 COUNTY's policies and procedures applicable to the provision of the Services (e.g.
957 fire safety, evacuation procedure, hazardous materials, communication, safety, etc.),
958 so long as such policies and procedures are consistent with those of CONTRACTOR.

959 11.23 Pre and post dialysis weights for patients.

960 11.24 A mutually agreed upon STAT protocol.

961 11.25 Annual testing for CONTRACTOR staff to insure tuberculosis
962 masks fit properly.

963 11.26 COUNTY shall make COUNTY nurses working in COUNTY's
964 Intensive Care Unit ("ICU Nurses") available for training with respect to nursing

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965 coverage for COUNTY's CRRT patients. ICU Nurses will then provide continuous
966 coverage of COUNTY's CRRT patients. Failure to do so will be deemed a material
967 breach by COUNTY of the Agreement.

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968

Exhibit A.1 – RN Job Description

969

970

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
REGISTERED NURSE JOB DESCRIPTION - DIALYSIS**

971

972

- Follows COUNTY Check in / Check out procedure.

973

- Receives report from the patient's nurse prior to initiating dialysis.

974

- Reassesses each patient's dialysis needs whenever warranted by the patient's condition.

975

976

- Contributes to the plan of care as appropriate.

977

- Administers dialysis medications according to RCRMC policies.

978

- Assesses and documents effectiveness/untoward effects of medications and treatments.

979

980

- Performs treatments and procedures with consideration of common nursing practice, RCRMC's policy and procedure, sterile technique, standard precautions and patient privacy.

981

982

983

- Documents response to care.

984

- Documents treatments in a legible and accurate manner to include date and time of entry, signature, and title.

985

986

- Educates patient/family regarding dialysis and care based on his/her assessed needs.

987

988

- Promptly communicates change in patients' clinical condition to physicians and other health care team members as appropriate.

989

990

- Uses SBAR communication for all handoffs.

991

- Demonstrates consideration of patient rights including confidentiality, safety, and patient participation in plan of care.

992

993

- Evaluates and documents patient care provided and the effectiveness of patient teaching

994

995

- Demonstrates knowledge of application criteria for restrains and the ability to manage patients in restraints per COUNTY's policy.

996

997

- Follows the National Patient Safety Goals.

998

- Follows COUNTY's policy on use of two patient identifiers.

999

- Understands Disaster Plan and own role.

1000

- Understands how to activate the Rapid Response Team.

1001

- Completes orientation to the following Life Safety Standards

1002

- Code Blue

1003

- Code Pink (Infant abduction)

1004

- Haz Mat Spills

1005

- Code Red (Fire)

1006

- Oxygen shut off valve

1007

- Follows COUNTY's infection prevention and control policies.

1008

- Demonstrates knowledge of blood transfusion policy and documentation.

1009

- Understands the Chain of Command and accesses it appropriately.

1010

- Follows guidelines for Core Measures and Vaccine protocol.

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- 1011 • Follow COUNTY's Hand Hygiene, including Hand and nail Care Policy. Washes
- 1012 hands before and after each patient contact.
- 1013 • Gives report to patient's nurse regarding how patient tolerated procedure and any
- 1014 interventions prior to leaving COUNTY'.

1015 ***My signature acknowledges that I have reviewed and understand the accountabilities***
1016 ***outlined in this job description. I also understand that this document is intended to***
1017 ***identify major duties and responsibilities of the position and that the RCRMC***
1018 ***expressly reserves the right, upon the Agreement of the CONTRACTOR, to modify,***
1019 ***supplement, delete or augment the tasks and expectations specified in this job***
1020 ***description.***

1021
1022 **Employee Name (Print):** _____

1023
1024 **Employee Signature:** _____

1025
1026 **Date Acknowledged and Copy Received:** _____

1027
1028 **Supervisor's Signature:** _____ **Date** _____

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Exhibit A.2 – Job Description

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
JOB DESCRIPTION - CONTRACTOR/VENDOR**

SUMMARY OF DUTIES

- Follow COUNTY Check in / Check out procedure.
- Display knowledge of basic Safety procedures.
- Display understanding of what to do if a chemical is spilled or released.
- Display understanding of lockout / tagout procedures.
- Display knowledge of the medical equipment used.
- Understand the frequency and use of emergency generators.
- Display knowledge of electromagnetic interference.
- Provide all needed information and service reports to Plant Operations prior to leaving job site.
- Interact with in-house Biomed Department in order to explain procedures and answer questions.
- Maintain positive working relationships with in-house and support staff.
- Maintain positive working relationship with supervisor and managers.
- Manage work efficiently and effectively to complete tasks within an appropriate time frame.
- Display a willing approach to performance improvement.
- Knowledge of Life Safety Standards (Code Blue, Pink, Red, Yellow, Green, Triage)
- Knowledge of correct use of personal protective equipment.
- Complete competency skills assessment yearly.

My signature acknowledges that I have reviewed and understand the accountabilities outlined in this job description. I also understand that this document is intended to identify major duties and responsibilities of the position and that the RCRMC expressly reserves the right upon the Agreement of the CONTRACTOR to modify, supplement, delete or augment the tasks and expectations specified in this job description.

Contracted Employee Name (Print): _____

Contracted Employee Signature: _____

Date Acknowledged and Copy Received: _____

Plant Operations Supervisor's Signature: _____ **Date:** _____

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1073

Exhibit B

1074

Fee Schedule

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NOTE: the fees listed in the schedule set forth below include services provided to non-admitted persons who are kept at COUNTY for observational purposes for a period of less than twenty-four (24) hours without being admitted at that time.

1079

Hemodialysis:

Hemodialysis-Adult: 1:1 patient to staff ratio, up to 4 hours \$455 per treatment

Hemodialysis: additional charge per half hour for treatments \$50 per ½ hour

ordered longer than 4 hours

1080

Peritoneal Dialysis (PD: CAPD, CCPD)

CCPD-Adult (per treatment visit) (1) \$350 per treatment visit

CAPD-Adult (per treatment visit) (1) \$350 per treatment visit

1081

Continuous Renal Replacement Therapy (CRRT: SCUF, CVVH, CVVHD, CVVHDF)

CRRT-Adult (per day) (2) \$650 per day

CRRT cartridge (each cartridge separately billable) \$200 each cartridge

1082

Nursing Services

Dec clotting Central Venous Catheters (TPA) \$50 per ½ hour

RN Consultation (3) \$50 per ½ hour

1083

Miscellaneous

Differential: Same Day Service (4) \$150 per treatment/visit

Differential: Weekends and Holidays (5) \$75 per treatment/visit

Cancellation: (6) \$300 per cancellation

Waiting time (after first 15 minutes) \$50 per ½ hour

1084

1085

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1086

Exhibit B Footnoted Descriptions

- (1) Includes CCPD equipment, dialysate, supplies and labor with minimum of 2 nursing visits per day
- (2) Includes Fresenius CRRT equipment, labor and dialysate. Pre-dilution replacement solution is dispensed from COUNTY Pharmacy and is not included. Minimum of two (2) nursing visits per day required. Cartridges are charged separately.
- (3) Any service authorized by the COUNTY that is not otherwise described in Exhibit B.
- (4) Differential for “same day service called in after hours” will only be assessed for orders received after 5:00 pm on the day the treatment is to be performed.
- (5) Observed Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- (6) COUNTY to provide CONTRACTOR at least, four (4) hours advance notice of any cancellations prior to scheduled Service/procedure or Cancellation Fee applies.

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Exhibit C

Discharge Services

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1. CONTRACTOR shall provide Staff who are qualified personnel to provide the following Discharge Services
 - (a) Education of ESRD patients (“Discharge Evaluation Patients”) beyond required Continuity of Care guidelines, including topics related to grant programs for ESRD patients, financial obligations post-discharge and modality options.
 - (b) Outpatient clinic availability inquiries and communication availability to the COUNTY.
 - (c) Assist COUNTY with the education of Discharge Evaluation Patients on outpatient clinic placement.
 - (d) Assist COUNTY with the education of Discharge Evaluation Patients on insurance issues necessary to obtain outpatient dialysis services.
 - (e) Assist COUNTY in checking the availability of outpatient dialysis facilities within a designated geographic area, confirming final outpatient placement with Discharge Evaluation Patients and dialysis facilities, and facilitating the transfer of necessary medical records.
 - (f) Counsel Discharge Evaluation Patients and their family members regarding post-discharge dialysis services.
2. CONTRACTOR Staff shall make available to COUNTY, Discharge Plan Patients and their families or other interested persons a list of all available Medicare-participating dialysis facilities within a geographic area requested by the Discharge Plan Patient or his/her family members. Dialysis facilities may request to be listed as available. The list shall be presented either in order of geographic proximity to the Discharge Plan Patient, or alphabetically. CONTRACTOR Staff shall disclose to Discharge Plan Patients and their family members or other interested persons CONTRACTOR’s direct or indirect

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- 1128 ownership of more than 5% of any of the dialysis facilities listed as available.
1129 CONTRACTOR shall not attempt to influence Discharge Plan Patients' choice
1130 of dialysis facilities.
- 1131 3. CONTRACTOR Staff shall inform each Discharge Plan Patient of his/her
1132 choice of available dialysis facilities and, where possible, shall respect and
1133 honor a Discharge Plan Patient's choice of dialysis facility and shall implement
1134 the discharge plan pursuant to that choice.
- 1135 4. CONTRACTOR Staff shall document that the Discharge Plan Patient was
1136 informed of his/her choice of dialysis facilities, informed of CONTRACTOR's
1137 ownership interest in any available facilities and presented with a list of
1138 available dialysis facilities.
- 1139 5. COUNTY will invite CONTRACTOR Staff to all meetings related to discharge
1140 planning for patients requiring ongoing dialysis services.
- 1141 6. CONTRACTOR Staff shall work with COUNTY discharge planning personnel
1142 to ensure that the COUNTY maintains supervision over the Discharge
1143 Services furnished by CONTRACTOR.
- 1144 1. CONTRACTOR Staff shall not provide any discharge planning
1145 services to COUNTY relating to patients who do not require on-
1146 going dialysis services following discharge, except to the extent
1147 that such patients are evaluated for required post-discharge
1148 dialysis services but who are determined through that discharge
1149 evaluation not to require post-discharge dialysis services.
- 1150 2. CONTRACTOR Staff shall disclose to all Discharge Plan
1151 Patients CONTRACTOR's affiliation with COUNTY under this
1152 Agreement and shall obtain a written acknowledgement of such
1153 disclosure from all Discharge Plan Patients.

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1154

Exhibit D

1155

Six-Monthly Data Request

1156

1157 COUNTY shall provide CONTRACTOR with the data set forth below within thirty (30)
1158 days after the end of each Contract Bi-Quarter.

1159

Data Range:

1160

Data Range: Six-Months

1161

1162

Data Request Criteria:

1163

Dataset 1: Revenue Charge Code – 800, 801, 802, 803, 809

1164

Dataset 1 Fields:

1165

Column 1) Medical Record Number

1166

Column 2) Patient Account Number

1167

Column 3) Patient Name First

1168

Column 4) Patient Name Last

1169

Column 5) Patient Date of Birth

1170

Column 6) Admit Date

1171

Column 7) Discharge Date

1172

Column 8) Revenue Charge Code

1173

Column 9) Revenue Charge Code Date

1174

Column 10) Revenue Charge Description

1175

Column 11) Primary DRG Code (Diagnosis Related Group)

1176

Column 12) Primary DRG Description

1177

Column 13) Secondary DRG Code (Diagnosis Related Group)

1178

Column 14) Secondary DRG Description

1179

Column 15) Financial Class

1180

Column 16) Financial Class Description (if available)

1181

Column 17) Benefit Plan

1182

Column 19) Discharge Disposition

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1183 **Dataset 2: Medical Record Numbers contained in Dataset 1 - All ICD-9 Codes**

1184 **Dataset 2 Fields:**

- 1185 Column 1) Medical Record Number
- 1186 Column 2) Patient Account Number
- 1187 Column 3) Patient Name First
- 1188 Column 4) Patient Name Last
- 1189 Column 5) Patient Date of Birth
- 1190 Column 6) Admit Date
- 1191 Column 7) Discharge Date
- 1192 Column 8) ICD-9 Diagnosis Code (ESRD Codes)
- 1193 Column 9) ICD-9 Diagnosis Code Description
- 1194 Column 10) Primary DRG Code (Diagnosis Related Group)
- 1195 Column 11) Primary DRG Description
- 1196 Column 12) Secondary DRG Code (Diagnosis Related Group)
- 1197 Column 13) Secondary DRG Description
- 1198 Column 14) Financial Class
- 1199 Column 15) Financial Class Description (if available)
- 1200 Column 16) Benefit Plan
- 1201 Column 17) Discharge Disposition

1202

1203 **Dataset 3: Medical Record Numbers contained in Dataset 1 - All Revenue**

1204 **Charge Codes.**

1205 **Dataset 3 Fields:**

- 1206 Column 1) Medical Record Number
- 1207 Column 2) Patient Account Number
- 1208 Column 3) Revenue Code
- 1209 Column 4) Revenue Code Description
- 1210 Column 5) Admit Date
- 1211 Column 6) Discharge Date

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Exhibit E

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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 **Renal Treatment Centers – California, 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.

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1241 2. Scope of Use and Disclosure by CONTRACTOR of County Disclosed PHI
1242 and/or ePHI

1243 A. CONTRACTOR shall be permitted to use PHI and/or ePHI disclosed to
1244 it by the County:

1245 (1) On behalf of the County, or to provide services to the County for the
1246 purposes contained herein, if such use or disclosure would not
1247 violate the Privacy Rule and/or Security Rule;

1248 (2) As necessary to perform any and all of its obligations under the
1249 Underlying Agreement.

1250 B. Unless otherwise limited herein, in addition to any other uses and/or
1251 disclosures permitted or authorized by this Addendum or required by
1252 law, CONTRACTOR may:

1253 (1) Use the PHI and/or ePHI in its possession for its proper
1254 management and administration and to fulfill any legal obligations.

1255 (2) Disclose the PHI and/or ePHI in its possession to a third party for
1256 the purpose of CONTRACTOR's proper management and
1257 administration or to fulfill any legal responsibilities of
1258 CONTRACTOR. CONTRACTOR may disclose PHI and/or ePHI as
1259 necessary for CONTRACTOR's operations only if:

1260 (a) The disclosure is required by law; or

1261 (b) CONTRACTOR obtains written assurances from any person or
1262 organization to which CONTRACTOR will disclose such PHI
1263 and/or ePHI that the person or organization will:

1264 (i) Hold such PHI and/or ePHI in confidence and use or further
1265 disclose it only for the purpose of which CONTRACTOR
1266 disclosed it to the third party, or as required by law; and,

1267 (ii) The third party will notify CONTRACTOR of any instances of
1268 which it becomes aware in which the confidentiality of the
1269 information has been breached.

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1270 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or
1271 ePHI with that of other data for the purpose of providing County with
1272 data analyses related to the Underlying Agreement, or any other
1273 purpose, financial or otherwise, as requested by County.

1274 (4) Not disclose PHI and/or ePHI disclosed to CONTRACTOR by
1275 County not authorized by the Underlying Agreement or this
1276 Addendum without patient authorization or de-identification of the
1277 PHI and/or ePHI as authorized in writing by County.

1278 (5) De-identify any and all PHI and/or ePHI of County received by
1279 CONTRACTOR under this Addendum provided that the de-
1280 identification conforms to the requirements of the Privacy Rule
1281 and/or Security Rule and does not preclude timely payment and/or
1282 claims processing and receipt.

1283 C. CONTRACTOR agrees that it will neither use nor disclose PHI and/or
1284 ePHI it receives from County, nor from another business associate of
1285 County, except as permitted or required by this Addendum, or as
1286 required by law, or as otherwise permitted by law.

1287 D. Notwithstanding the foregoing, in any instance where applicable state
1288 and/or federal laws and/or regulations are stricter in their requirements
1289 than the provisions of HIPAA and prohibit the disclosure of mental
1290 health, and/or substance abuse records, the applicable state and/or
1291 federal laws and/or regulations shall control the disclosure of records.

1292 3. Obligations of County.

1293 A. County agrees that it will make its best efforts to promptly notify
1294 CONTRACTOR in writing of any restrictions on the use and disclosure
1295 of PHI and/or ePHI agreed to by County that may affect
1296 CONTRACTOR's ability to perform its obligations under the Underlying
1297 Agreement, or this Addendum.

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- 1298 B. County agrees that it will make its best efforts to promptly notify
1299 CONTRACTOR in writing of any changes in, or revocation of,
1300 permission by any individual to use or disclose PHI and/or ePHI, if such
1301 changes or revocation may affect CONTRACTOR's ability to perform its
1302 obligations under the Underlying Agreement, or this Addendum.
- 1303 C. County agrees to make it's best efforts to promptly notify
1304 CONTRACTOR in writing of any known limitation(s) in its notice of
1305 privacy practices to the extent that such limitation may affect
1306 CONTRACTOR's use or disclosure of PHI and/or ePHI.
- 1307 D. County shall not request CONTRACTOR to use or disclose PHI and/or
1308 ePHI in any manner that would not be permissible under the Privacy
1309 Rule and/or Security Rule.
- 1310 E. County will obtain any authorizations necessary for the use or
1311 disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its
1312 obligations under this Addendum and/or the Underlying Agreement.
- 1313 4. Obligations of CONTRACTOR. In connection with its use of PHI and/or
1314 ePHI disclosed by County to CONTRACTOR, CONTRACTOR agrees to:
- 1315 A. Use or disclose PHI and/or ePHI only as permitted or required by this
1316 Addendum or as required by law.
- 1317 B. Use reasonable and appropriate safeguards to prevent use or
1318 disclosure of PHI and/or ePHI other than as provided for by this
1319 Addendum.
- 1320 C. To the extent practicable, mitigate any harmful effect that is known to
1321 CONTRACTOR of a use or disclosure of PHI and/or ePHI by
1322 CONTRACTOR in violation of this Addendum.
- 1323 D. Report to County any use or disclosure of PHI and/or ePHI not provided
1324 for by this Addendum of which CONTRACTOR becomes aware.

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- 1325 E. Require sub-CONTRACTORS or agents to whom CONTRACTOR
1326 provides PHI and/or ePHI to agree to the same restrictions and
1327 conditions that apply to CONTRACTOR pursuant to this Addendum.
- 1328 F. Use appropriate administrative, technical and physical safeguards to
1329 prevent inappropriate use or disclosure of PHI and/or ePHI created or
1330 received for or from the County.
- 1331 G. Obtain and maintain knowledge of the applicable laws and regulations
1332 related to HIPAA, as may be amended from time to time.
- 1333 5. Access to PHI, Amendment and Disclosure Accounting. CONTRACTOR
1334 agrees to:
- 1335 A. Provide access, at the request of County, within five (5) days, to PHI in
1336 a Designated Record Set, to the County, or to an Individual as directed
1337 by the County.
- 1338 B. To make any amendment(s) to PHI in a Designated Record Set that the
1339 County directs or agrees to at the request of County or an Individual
1340 within sixty (60) days of the request of County.
- 1341 C. To assist the County in meeting its disclosure accounting under HIPAA:
- 1342 (1) CONTRACTOR agrees to document such disclosures of PHI and
1343 information related to such disclosures as would be required for the
1344 County to respond to a request by an Individual for an accounting of
1345 disclosures of PHI.
- 1346 (2) CONTRACTOR agrees to provide to County or an Individual, within
1347 sixty (60) days, information collected in accordance with this section
1348 to permit the County to respond to a request by an Individual for an
1349 accounting of disclosures of PHI.
- 1350 (3) CONTRACTOR shall have available for the County the information
1351 required by this section for the six (6) years preceding the County's
1352 request for information (except the CONTRACTOR need have no
1353 information for disclosures occurring before April 14, 2003).

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- 1354 D. Make available to the County, or to the Secretary of Health and Human
1355 Services, CONTRACTOR's internal practices, books and records
1356 relating to the use of and disclosure of PHI for purposes of determining
1357 CONTRACTOR's compliance with the Privacy Rule, subject to any
1358 applicable legal restrictions.
- 1359 E. Within thirty (30) days of receiving a written request from County, make
1360 available any and all information necessary for County to make an
1361 accounting of disclosures of County PHI by CONTRACTOR.
- 1362 F. Within thirty (30) days of receiving a written request from County,
1363 incorporate any amendments or corrections to the PHI in accordance
1364 with the Privacy Rule in the event that the PHI in CONTRACTOR's
1365 possession constitutes a Designated Record Set.
- 1366 G. Not make any disclosure of PHI that County would be prohibited from
1367 making.
- 1368 6. Access to ePHI, Amendment and Disclosure Accounting. In the event
1369 CONTRACTOR needs to create or have access to County ePHI,
1370 CONTRACTOR agrees to:
- 1371 A. Implement and maintain reasonable and appropriate administrative,
1372 physical, and technical safeguards to protect the confidentiality of, the
1373 integrity of, the availability of, and authorized persons' accessibility to,
1374 County ePHI as applicable under the terms and conditions of the
1375 Underlying Agreement. The ePHI shall include that which the
1376 CONTRACTOR may create, receive, maintain, or transmit on behalf of
1377 the County.
- 1378 B. Ensure that any agent, including a subCONTRACTOR, to whom
1379 CONTRACTOR provides ePHI agrees to implement reasonable and
1380 appropriate safeguards.
- 1381 C. Report to County any security incident of which CONTRACTOR
1382 becomes aware that concerns County ePHI.

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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 PHI and/or ePHI to those purposes which make the

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1412 return or destruction not feasible, for so long as CONTRACTOR
1413 maintains such PHI and/or ePHI.

1414 8. Hold Harmless/Indemnification

1415 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts,
1416 Special Districts and Departments of the County, their respective directors,
1417 officers, Board of Supervisors, elected and appointed officials, employees,
1418 agents and representatives from any liability whatsoever, based or
1419 asserted upon any services of CONTRACTOR, its officers, employees,
1420 subCONTRACTORS, agents or representatives arising out of or in any way
1421 relating to this Addendum, including but not limited to property damage,
1422 bodily injury, or death or any other element of any kind or nature
1423 whatsoever including fines, penalties or any other costs and resulting from
1424 any reason whatsoever arising from the performance of CONTRACTOR,
1425 its officers, agents, employees, subCONTRACTORS, agents or
1426 representatives from this Addendum. CONTRACTOR shall defend, at its
1427 sole expense, all costs and fees including but not limited to attorney fees,
1428 cost of investigation, defense and settlements or awards all Agencies,
1429 Districts, Special Districts and Departments of the County, their respective
1430 directors, officers, Board of Supervisors, elected and appointed officials,
1431 employees, agents and representatives in any claim or action based upon
1432 such alleged acts or omissions.

1433 With respect to any action or claim subject to indemnification herein by
1434 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to
1435 use counsel of their choice, subject to the approval of County, which shall
1436 not be unreasonably withheld, and shall have the right to adjust, settle, or
1437 compromise any such action or claim without the prior consent of County;
1438 provided, however, that any such adjustment, settlement or compromise in
1439 no manner whatsoever limits or circumscribes CONTRACTOR's
1440 indemnification to County as set forth herein. CONTRACTOR's obligation

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1441 to defend, indemnify and hold harmless County shall be subject to County
1442 having given CONTRACTOR written notice within a reasonable period of
1443 time of the claim or of the commencement of the related action, as the
1444 case may be, and information and reasonable assistance, at
1445 CONTRACTOR's expense, for the defense or settlement thereof.
1446 CONTRACTOR's obligation hereunder shall be satisfied when
1447 CONTRACTOR has provided to County the appropriate form of dismissal
1448 relieving County from any liability for the action or claim involved.

1449 The specified insurance limits required in the Underlying Agreement of this
1450 Addendum shall in no way limit or circumscribe CONTRACTOR's
1451 obligations to indemnify and hold harmless the County herein from third
1452 party claims arising from the issues of this Addendum.

1453 In the event there is conflict between this clause and California Civil Code
1454 Section 2782, this clause shall be interpreted to comply with Civil Code
1455 2782. Such interpretation shall not relieve the CONTRACTOR from
1456 indemnifying the County to the fullest extent allowed by law.

1457 In the event there is a conflict between this indemnification clause and an
1458 indemnification clause contained in the Underlying Agreement of this
1459 Addendum, this indemnification shall only apply to the subject issues
1460 included within this Addendum.

1461 **9. General Provisions.**

1462 A. Amendment – the parties agree to take such action as is necessary to
1463 amend this Addendum from time to time as is necessary for County to
1464 comply with the Privacy Rule, Security Rule, and HIPAA generally.

1465 B. Survival – the respective rights and obligations of this Addendum shall
1466 survive the termination or expiration of this Addendum.

1467 C. Regulatory References – a reference in this Addendum to a section in
1468 the Privacy Rule and/or Security Rule means the section(s) as in effect
1469 or as amended.

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- 1470 D. Conflicts – any ambiguity in this Addendum and the Underlying
1471 Agreement shall be resolved to permit County to comply with the
1472 Privacy Rule, Security Rule, and HIPAA generally.
- 1473 E. Interpretation of Addendum – this Addendum shall be construed to be a
1474 part of the Underlying Agreement as one document. The purpose is to
1475 supplement the Underlying Agreement to include the requirements of
1476 HIPAA.



Memorandum

July 23, 2010

To: Riverside County Board of Supervisors
From: Douglas D. Bagley, Chief Executive Officer
Riverside County Regional Medical Center
Via: Riverside County Purchasing Agent
Subject: Sole Source Procurement; Request for *Davita, Inc. d/b/a Renal Treatment Centers – California, Inc.*

The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

Acute Dialysis Services

Supplier being requested:

Davita, Inc. d/b/a Renal Treatment Centers – California, Inc.

Alternative suppliers that can or might be able to provide supply/service:

None identified within the hospital's geographic area.

Extent of market search conducted:

Internet search and survey of other area hospitals. Gambro was the only other provider identified by another local hospital however; since 2005, Davita, Inc. has acquired most dialysis services.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

One of Davita's treatment centers is located on the RCRMC campus, providing immediate response time and support for RCRMC outpatients. Davita entered into a ground lease with the County for the purpose of operating and constructing a Kidney dialysis center on the property approved by the Board on November 03, 1998, Agenda Item No. 3.28.

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

RCRMC does not have in-house staff or equipment to provide chronic or acute dialysis services, and a qualified competent contractor with the trained staff and equipment is needed to ensure the health and well being of those patients that require acute and chronic dialysis services.

Price Reasonableness:

Davita certifies that the prices offered are the lowest, or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and/or offered to Federal, State, or Local Government contracts.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No.



Department Head Signature

7/26/10

Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove



Purchasing Agent

7-29-10

Date