

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

909



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
August 31, 2010

SUBJECT: Professional Services Multi-Year Agreement between Blood Bank of San Bernardino / Riverside Counties d/b/a LIFESTREAM 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 Blood Bank of San Bernardino/Riverside Counties d/b/a LIFESTREAM to provide blood product & blood-related services, without securing competitive bids, in accordance with Ordinance 459.4 for a term of three years, effective August 01, 2010 through June 30, 2013, for an aggregate amount not to exceed \$6,814,500, and;
- 2) Ratify and authorize the Chairman of the Board to execute the Professional Services Agreement with Blood Bank of San Bernardino/Riverside Counties d/b/a LIFESTREAM to provide Therapeutic Apheresis, without securing competitive bids, in accordance with Ordinance 459.4 for a term of three years, effective August 01, 2010 through June 30, 2013, for an aggregate amount not to exceed \$140,000, and;

(Continued on page two)

Douglas D. Bagley
Douglas D. Bagley, Hospital Director

FINANCIAL DATA

Current F.Y. Total Cost: \$ 2,318,500
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: YES
Budget Adjustment: NO
For Fiscal Year: 2010/2011

SOURCE OF FUNDS: 100% - Hospital Enterprise Funds

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
Debra Courmoyer
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 31, 2010
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Tawny V. Zieu*
DATE: 8/3/2010

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

ATTACHMENTS FILED
Dep't Recommendation WITH THE CLERK OF THE BOARD
Per Exec. Ofc.: ☒ Policy ☒ Policy ☐ Consent ☐ Consent

BOARD OF SUPERVISORS

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SUBJECT: Professional Services Multi-Year Agreement between Blood Bank of San Bernardino / Riverside Counties d/b/a LIFESTREAM and Riverside County Regional Medical Center (RCRMC)

RECOMMENDED MOTION: (Continued)

- 3) 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 each agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND:

Riverside County Regional Medical Center (RCRMC) has contracted with Blood Bank of San Bernardino/Riverside Counties to provide blood product & blood-related services since 1991 and for the Therapeutic Apheresis program since 1999. Historically, this vendor has been the sole provider able to supply these needed services for the hospital. On August 12, 1997, Agenda Item #3.40, the Board approved the professional services agreement to continue services with renegotiated rates for the blood product & blood-related services agreement. And on December 14, 1999, Agenda Item #3.23, the Board approved the professional services agreement for the Therapeutic Apheresis program.

LifeStream is located in San Bernardino; they are geographically able to provide immediate response time and support for RCRMC. As the consummate provider within the Inland Empire, they have experience working with other comparable size hospital facilities, in turn; they are capable of providing an abundant supply of blood products to RCRMC and other surrounding hospitals.

Because very few vendors offer these specific services within Riverside County's geographic area, and transporting blood products from another County would not be cost efficient or practical, RCRMC requests the Board approve both multi-year Agreements with Blood Bank of San Bernardino/Riverside Counties.

PRICE REASONABLENESS:

The vendor certifies that prices offered are the lowest or equal to any comparable customer based on RCRMC's usage over the last three years, and are equivalent to the fee schedules offered to Federal, State, or Local Government based upon negotiated State or Local Government contracts. In comparison to FY09/10, the rates offered for this multi-year agreement for red blood cells alone, decreased 1.5%.

FISCAL FUNDING:

These services are based solely on Hospital Enterprise Funds (100%). The total annual costs for these services are as follows:

Professional Services Agreement	Annual Cost
Blood Product and Blood-Related Services	\$2,271,500
Therapeutic Apheresis Program	\$ 47,000
TOTAL	\$2,318,500

ATTACHMENT:

Professional Services Agreement between RCRMC and Blood Bank of San Bernardino / Riverside Counties d/b/a LIFESTREAM

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns



Memorandum

July 28, 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 ***Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM***

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:

Blood product & blood-related services and Therapeutic Apheresis for RCRMC emergency and surgical patients.

Supplier being requested:

Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM

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 did not find any other provider within hospital's geographic area.

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

LifeStream is located in San Bernardino and they are most capable and able to transport blood product and services directly to the hospital, providing immediate response time and support for RCRMC patients.

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

No other vendor offers these specific services within this geographic area, and transporting blood products from another County would not be cost efficient or practical to Riverside County.

Price Reasonableness:

The vendor certifies that prices offered are the lowest or equal to any comparable customer based on RCRMC's usage over the last three years, and are equivalent to the fee schedules offered to Federal, State, or Local Government based upon negotiated 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

7/28/10

Date

Purchasing Department Comments:

- ☒ Approve
- ☐ Approve with Condition/s
- ☐ Disapprove



Purchasing Agent

8-2-10

Date

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

**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM**

(Therapeutic Apheresis Program)

1 This Agreement is made and entered into by and between the County of
2 Riverside, a political subdivision of the State of California, through its Medical Center,
3 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and
4 **Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM,**
5 hereinafter referred to as CONTRACTOR.

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

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

11 NOW THEREFORE, in consideration of the mutual promises, covenants and
12 conditions hereinafter contained the PARTIES hereto mutually agree as provided on
13 pages 1 through 28, Exhibit A, Exhibit B and Attachment A, attached hereto and
14 incorporated herein.

15 **1.0 HIPAA Business Associate Agreement**

16 The CONTRACTOR in this Agreement is subject to all relevant
17 requirements contained in the Health Insurance Portability and Accountability Act of
18 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
19 regulations promulgated subsequent thereto, including, without limitation, the Health
20 Information Technology for Economic and Clinical Health Act, as amended
21 (HITECH). CONTRACTOR shall adhere to all terms and conditions as outlined and

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specified in **Attachment A**, consisting of 7 pages, attached hereto and by this reference incorporated herein.

2.0 DESCRIPTION OF SERVICES

2.1 CONTRACTOR agrees to provide Therapeutic Apheresis (TA) services.

2.2 Any references to the term "Nurse" shall mean a licensed registered nurse, certified and competent to perform TA services provided by CONTRACTOR, as set forth in **Exhibit A**, Scope of Services.

2.3 CONTRACTOR shall provide all services as outlined and specified in **Exhibit A**, Scope of Services, consisting of 5 pages at the prices stated in **Exhibit B**, Fee Schedule, consisting of 1 page.

3.0 PERIOD OF PERFORMANCE

This Agreement shall be thirty-six (36) months, commencing on July 1, 2010 ("Effective Date") and expiring June 30, 2013, unless terminated as specified in Section 7.0 Termination and Section 11.0 Availability of Funding.

4.0 COMPENSATION

4.1 For services provided to COUNTY, CONTRACTOR shall be reimbursed according to the fees set forth on **Exhibit B** Fee Schedule, which reflect CONTRACTOR costs for provision of services to COUNTY. Term for **Exhibit B** Fee Schedule is annual, commencing each July 1 and expiring the following June 30. A new **Exhibit B**, Fee Schedule shall be provided to COUNTY by CONTRACTOR no

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43 later than one (1) month in advance, and shall be subject to escalation based on the
44 increase in the U.S. Medical Care Services index component of the Bureau of Labor
45 Statistics' Consumer Price Index – All Urban Consumers (Current Series) (the "CPI").

46 4.2 Maximum payments by COUNTY to CONTRACTOR shall not
47 exceed one hundred forty thousand (\$140,000) dollars for thirty-six (36) months,
48 commencing July 1, 2010 and expiring June 30, 2013, including all expenses and
49 CONTRACTOR shall not be obligated to provide any services which would result in
50 COUNTY owing an amount in excess of the above referenced amount. COUNTY
51 shall not be responsible for payment of any of CONTRACTOR's expense related to
52 this Agreement.

53 4.3 Said compensation shall be paid in accordance with an invoice
54 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
55 thirty (30) days of the invoice date. If COUNTY does not pay the invoice within forty-
56 five (45) days of the invoice date, interest shall be charged on any unpaid balance
57 after forty-five (45) days of the invoice date at 0.5% per month.

58 4.4 All invoices submitted by CONTRACTOR shall include an
59 itemized invoice showing all services provided and items shipped, returned or
60 transferred.

61 4.5 All invoices submitted by CONTRACTOR shall be addressed to,
62 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
63 Avenue, Moreno Valley, CA. 92555.

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5.0 ASSURANCES

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

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

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

6.0 COMPLIANCE WITH LAWS AND REGULATIONS; LICENSES AND PERMITS

CONTRACTOR shall warrant that they are currently and shall remain throughout the term hereof in compliance with all State and Federal laws, ordinances and governmental regulations, which are now in force or may hereafter be in force applicable to employment of the Nurses who are referred to COUNTY. CONTRACTOR warrants further that while providing patient care services at COUNTY hospital, CONTRACTOR Nurses shall comply with all provisions of all licensing laws under which such Nurses are licensed, with regulations promulgated

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thereunder, and with all policies and procedures adopted by COUNTY to protect the health and welfare of patients.

6.1 Access to Books and Records

If COUNTY seeks reimbursement from the federal government for all or part of the services provided by CONTRACTOR under this Agreement, upon proper demand CONTRACTOR and Subcontractor shall permit the Comptroller General of the United States, the Secretary of the Department of Health and Human Services and their duly authorized representatives access to CONTRACTOR'S books, documents costs of services furnished under this Agreement for a period of four (4) years after such services are rendered, if the provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and 42 C.F.R. Part 420, Subpart D are deemed to apply to the services provided under this Agreement. Authority for similar access will be included in any subcontract for the provision of services under this Agreement and any organization related to it, where the cost or value of such subcontract is ten thousand dollars (\$10,000) or more in a twelve (12) month period.

6.1.1 CONTRACTOR shall, at its sole cost and expense, prepare, keep and maintain full, complete and proper books, records and accounts of all services under this Agreement and shall retain such records for a period of seven (7) years. COUNTY or its duly authorized agents, employees, successors and assigns shall have access at all reasonable times to such books, records and accounts for the purpose of inspecting and auditing the same.

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7.0 TERMINATION

7.1 COUNTY or CONTRACTOR may terminate this Agreement without cause upon one hundred and eighty (180) days written notice served upon the other party hereto stating the extent and effective date of termination.

7.2 COUNTY or CONTRACTOR may, upon thirty (30) days written notice, terminate this Agreement for default, if COUNTY or CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination by COUNTY, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

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126 7.4 After termination, COUNTY shall make payment only for
127 CONTRACTOR'S performance up to the date of termination in accordance with this
128 Agreement and at the rates set forth in **Exhibit B**.

129 7.5 In accordance with Section 7.2 above, CONTRACTOR's rights
130 under this Agreement shall terminate (except for fees accrued prior to the date of
131 termination) upon dishonesty or a willful or material breach of this Agreement by
132 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any
133 reason whatsoever to perform the terms of this Agreement.

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

137 **8.0 CONFIDENTIALITY**

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

143 8.1 Neither party hereto shall disclose, except as otherwise
144 specifically permitted by this Agreement or authorized by the other party hereto or the
145 other party's representative, any such identifying information to anyone other than

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authorized COUNTY or CONTRACTOR personnel without prior written authorization from the COUNTY or CONTRACTOR, as the case may be.

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

9.0 HOLD HARMLESS/INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as COUNTY Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorneys' fees, cost of investigation, defense and settlements or awards, the COUNTY Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel

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

9.2 COUNTY shall indemnify and hold harmless the CONTRACTOR, its, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as CONTRACTOR Indemnitees) from any liability whatsoever, based or asserted upon any services of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, subcontractors, agents or representatives. COUNTY shall defend, at its sole expense, all costs and fees including, but not limited, to reasonable attorneys' fees, cost of investigation, defense and settlements or awards, the CONTRACTOR Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CONTRACTOR; provided, however, that any such adjustment, settlement or compromise in no

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manner whatsoever limits or circumscribes COUNTY'S indemnification to CONTRACTOR Indemnitees as set forth herein.

9.3 CONTRACTOR'S or COUNTY'S (as the case may be) obligation hereunder shall be satisfied when such party hereto has provided to the other party hereto the appropriate form of dismissal relieving the other party hereto from any liability for the action or claim involved.

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

10.0 INSURANCE

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

10.2 WORKERS' COMPENSATION:

If either party hereto has employees as defined by the State of California, such party shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive

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subrogation in favor of the other party hereto, and, if applicable, to provide a
Borrowed Servant/Alternate Employer Endorsement.

10.3 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but
not limited to, premises liability, contractual liability, products and completed
operations liability, personal and advertising injury, and cross liability coverage,
covering claims which may arise from or out of the other party's performance of its
obligations hereunder. Policy shall name the other party hereto, its directors, officers,
Board of Supervisors, employees, agents or representatives as Additional Insureds.
Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
single limit. If such insurance contains a general aggregate limit, it shall apply
separately to this agreement or be no less than two (2) times the occurrence limit.

10.4 VEHICLE LIABILITY:

If vehicles or mobile equipment are used in the performance of
the obligations under this Agreement, then each party hereto shall maintain liability
insurance for all owned, non-owned or hired vehicles so used in an amount not less
than \$1,000,000 per occurrence combined single limit. If such insurance contains a
general aggregate limit, it shall apply separately to this agreement or be no less than
two (2) times the occurrence limit. Policy shall name the other party hereto, its
directors, officers, Board of Supervisors, employees, agents or representatives as
Additional Insureds.

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229 10.5 PROFESSIONAL LIABILITY:

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

242 10.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

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249 B. Each party's insurance carrier(s) must declare its
250 insurance deductibles or self-insured retentions. If such deductibles or self-insured
251 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall
252 have the prior written consent of the other party hereto (i.e., the County Risk
253 Manager in the case of the COUNTY) before the commencement of operations under
254 this Agreement. Upon notification of deductibles or self insured retention's
255 unacceptable to the other party hereto, and at the election of the other party hereto
256 (i.e., the County's Risk Manager in the case of the COUNTY), the other party's
257 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
258 retention's as respects this Agreement, or 2) procure a bond which guarantees
259 payment of losses and related investigations, claims administration, and defense
260 costs and expenses.

261 C. Each party hereto shall cause its insurance carrier(s) to
262 furnish the other party hereto with either 1) a properly executed original Certificate(s)
263 of Insurance and certified original copies of Endorsements effecting coverage as
264 required herein, or 2) if requested to do so orally or in writing by the other party
265 hereto, provide original Certified copies of policies including all Endorsements and all
266 attachments thereto, showing such insurance is in full force and effect. Further, said
267 Certificate(s) and policies of insurance shall contain the covenant of the insurance
268 carrier(s) that thirty (30) days written notice shall be given to the other party hereto
269 prior to any material modification, cancellation, expiration or reduction in coverage of

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such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the other party hereto receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Neither party hereto shall commence operations until the other party hereto has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

D. For liabilities relating to CONTRACTOR'S obligations hereunder, it is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

E. For liabilities relating to COUNTY'S obligations hereunder, it is understood and agreed to by the parties hereto that the COUNTY'S insurance shall be construed as primary insurance, and the CONTRACTOR'S insurance and/or

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290 deductibles and/or self-insured retention's or self-insured programs shall not be
291 construed as contributory.

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

301 G. Each party hereto shall pass down the insurance
302 obligations contained herein to all tiers of subcontractors working under this
303 Agreement.

304 H. The insurance requirements contained in this Agreement
305 may be met with a program(s) of self-insurance acceptable to the other party hereto.

306 I. Each party hereto agrees to notify the other party hereto
307 of any claim by a third party or any incident or event that may give rise to a claim
308 arising from the performance of this Agreement.

309 //

310 //

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11.0 AVAILABILITY OF FUNDING

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

12.0 RECORDS AND DOCUMENTS

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

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

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM
(Therapeutic Apheresis Program)**

13.0 MONITORING

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable written notice to CONTRACTOR and at any reasonable time (but in no event shall COUNTY provide less than seven (7) calendar days prior written notice.

14.0 LICENSE

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

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

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

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

15.0 COUNTY REPRESENTATIONS AND WARRANTIES

COUNTY represents and warrants to CONTRACTOR that it and its employees and agents who are involved with or assisting with providing therapeutic apheresis services:

a. hold valid, unrestricted and unconditional licenses, certifications, and other approvals necessary to receive services under this Agreement;

b. are duly licensed or certified in accordance with the state laws in which COUNTY operates; and

c. are in compliance with all applicable federal, state, and municipal laws, regulations, rules, ordinances and orders related to this Agreement and the services to be provided hereunder.

16.0 NONDISCRIMINATION AND ELIGIBILITY

The CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical attention, or

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physical or mental handicap, and shall comply with all other requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

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

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

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

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

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

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

17.0 CONFLICT OF INTEREST

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

18.0 ALTERATION

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

18.1 On behalf of COUNTY, only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement. The parties hereto expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

19.0 ASSIGNMENT

Neither party hereto may delegate its obligations hereunder, either in whole or in part, without prior written consent of the other party hereto provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY

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pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

20.0 ADMINISTRATION

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

21.0 WAIVER

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

22.0 JURISDICTION, VENUE, SEVERABILITY

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court

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(Municipal or Superior) of the State of California located in Riverside, California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.0 INDEPENDENT CONTRACTOR

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

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

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24.0 THIRD PARTIES

This Agreement is not intended by the parties hereto to create, and it shall not be construed to create, any rights or obligations for any persons or entities not parties to this Agreement.

25.0 SUBCONTRACT FOR WORK OR SERVICES

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

25.2 Subcontracts, if any, shall contain a provision making third party subcontractor(s) subject to all provisions in this Agreement, including any and all exhibits and attachments.

26.0 INTEREST OF CONTRACTOR

Each party hereto covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Each party hereto further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this Agreement.

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27.0 CONDUCT OF CONTRACTOR

27.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

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

27.3 Neither party hereto shall use for personal gain or make other improper use of privileged information, which is acquired in connection with this Agreement. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of subcontractors in advance of official announcement.

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

28.0 DISALLOWANCE

In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and

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conditions herein by the COUNTY, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with the COUNTY.

29.0 FORCE MAJEURE

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

29.2 Except for the payment of monies owed hereunder, in the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply. CONTRACTOR acknowledges and agrees that in the event COUNTY is unable to make timely payments of invoice due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply, including any interest under Section 4.3.

30.0 EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the County of Riverside may be required to submit a Report of

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Independent Contractor(s) form **DE 542** to the Employment Development Department. CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the County of Riverside within ten (10) days of notification of award of contract when required by the EDD.

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

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

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31.0 ENTIRE AGREEMENT

This Agreement, including Exhibits A and B and Attachment A, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

32.0 CAPTIONS AND PARAGRAPH HEADINGS

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

33.0 NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted upon personal delivery or within two (2) days after their deposit in the United States mail, postage prepaid. Notices delivered by U.S. Postal Service Express mail or overnight courier that guarantees next day delivery are deemed submitted within one (1) day after their deposit to the United States Postal Service or courier.

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CONTRACTOR

Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM

384 Orange Show Road

PO Box 5729

San Bernardino, CA 92412

Attn: Frederick B. Axelrod, M.D., MBA

President/Chief Executive Officer/Medical Director

Fax No.: (909) 381-2036

COUNTY

Riverside County Regional Medical Center

26520 Cactus Avenue

Moreno Valley, CA 92555

Attn: Contracts Administration

Fax No.: (951) 486-5515

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

**Blood Bank of San Bernardino and
Riverside Counties d/b/a LIFESTREAM**

By: *Frederick B. Axelrod*

Frederick B. Axelrod, M.D., MBA

Type or Print Name

President/CEO/Medical Director

Type or Print Title

Date: 07/28/2010

COUNTY

By: *Marion Ashley*

Marion Ashley

Type or Print Name

Chairman

Type or Print Title

Date: 8/31/2010

ATTEST:
KECIA HARPER-JEN, Clerk
By: *Kecia Harper-Jen*
DEPUTY

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM**
Therapeutic Apheresis Program

In accordance with the terms of the Contract Agreement for Therapeutic Apheresis (TA), both CONTRACTOR and COUNTY mutually agree as follows:

A. CONTRACTOR RESPONSIBILITIES

1.0 CONTRACTOR shall provide Nurses who have met COUNTY standards as set forth in Section B. NURSE REQUIREMENTS & RESPONSIBILITIES, to conduct TA procedures.

2.0 CONTRACTOR shall provide FDA- cleared apheresis equipment and all disposables and anticoagulant solutions required for the procedure. The equipment shall be maintained and transported to and from COUNTY by CONTRACTOR.

3.0 CONTRACTOR shall provide medical consultation to COUNTY staff by physicians on request.

4.0 CONTRACTOR shall provide procedure specific and quality assurance documents and reports required by COUNTY in order to comply with COUNTY policies, federal, state, & local regulations, Joint Commission, and other agencies as determined by COUNTY.

5.0 CONTRACTOR personnel, including Nurses, shall dispose of medical waste as required by COUNTY hospital.

6.0 CONTRACTOR Nurses shall complete patient medical records in accordance with COUNTY hospital policy.

7.0 CONTRACTOR and its independent contractors shall at all times identify themselves as "Blood Bank" and title, to include the continuous display of photo identification (ID) badge. Photo ID badges will be provided by and paid for by CONTRACTOR. At no time shall CONTRACTOR or any of its independent contractors identify themselves as employees or agents of COUNTY hospital, either verbally, by implication or by wearing an item which names or identifies COUNTY hospital.

SCOPE OF SERVICE
BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM
Therapeutic Apheresis Program

29 8.0 CONTRACTOR shall train a COUNTY hospital staff nurse on
30 emergency shut down of equipment.

31 9.0 CONTRACTOR shall ensure the TA procedure will be conducted in
32 accordance with general guidelines approved by COUNTY Medical Staff and
33 Utilization Review/Quality Assurance department.

34 10.0 CONTRACTOR and/or CONTRACTOR clinical staff will ensure a
35 signed informed consent for the anticipated risk and benefits of the prescribed
36 procedure has been secured from the patient, or his/her legal representative, and
37 that a copy of the signed consent form is provided to the COUNTY and the
38 patient.

39 11.0 CONTRACTOR shall offer its services Monday through Friday, 8:00
40 a.m. to 4:00 p.m. Additional hours shall be available in emergency situations as
41 determined by COUNTY with a minimum of four (4) hours advance notice.

42
43 **B. CONTRACTOR NURSE REQUIREMENTS & RESPONSIBILITIES**

44 1.0 Qualifications of Nurses – All Nurses provided to COUNTY shall
45 meet the following standards, and CONTRACTOR shall maintain on file
46 appropriate evidence that such standards are met, and shall make such evidence
47 available to COUNTY upon request.

48 2.0 Nursing Licensure – All Nurses shall possess a current valid license
49 issued by the California Board of Registered Nursing. Each license shall be
50 inspected by CONTRACTOR and the date of expiration so noted, and said
51 license shall be verified with the Board with proof of verification on file with
52 CONTRACTOR. CONTRACTOR shall make such evidence available to
53 COUNTY upon request. Each Nurse shall carry a copy of his or her license and
54 shall, upon request from COUNTY, present said license prior to rendering
55 services at COUNTY hospital.

56 3.0 Verification of Experience – Each Nurse shall have completed
57 special preparation or certification for the performance of TA.

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
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Therapeutic Apheresis Program

58 4.0 CONTRACTOR staff shall not be under the influence of alcohol or
59 drugs while on duty or in a standby or an on-call basis; or possess controlled
60 substances or prescription drugs without a prescription while on duty.

61 5.0 If the COUNTY has reasonable suspicion to believe a
62 CONTRACTOR's staff is in violation of the above, COUNTY reserves the right to
63 request the CONTRACTOR, at their expense, to conduct unannounced drug
64 screening of said registry staff and dismissal of said person's assignment.

65 6.0 CONTRACTOR shall perform annual health screening for all staff
66 assigned to COUNTY to include a TB test, and or Chest X-Ray (verifying
67 absence of active disease), a record of vaccination for Measles, Mumps, Rubella,
68 (MMR) series or record of positive MMR titer, proof of immunization of
69 Diphtheria, Tetanus, Pertussis, Hepatitis B, and a general physical examination
70 clearance.

71 7.0 CONTRACTOR Nurse must be free from any symptoms of
72 infectious disease. All records pertaining to this shall be kept on file in
73 CONTRACTOR's office, and made available to COUNTY upon request.

74 8.0 CONTRACTOR Nurse shall be orientated as to COUNTY's fire,
75 disaster and department specific procedures and infection control practices of
76 COUNTY.

77 9.0 CONTRACTOR Nurse must possess and wear a photographic
78 identification card supplied by CONTRACTOR.

79 10.0 CONTRACTOR Nurse must be properly attired, in accordance with
80 COUNTY guidelines.

81
82 **C. COUNTY RESPONSIBILITIES**

83 1.0 COUNTY will be licensed as an acute care hospital in the State of
84 California, be a participating provider in the Medicare program, and be solely
85 responsible for its compliance with all licensure, regulatory accreditation, and
86 reimbursement requirements.

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM**
Therapeutic Apheresis Program

87 2.0 COUNTY will have full medical responsibility for its patients in
88 general, and specifically, during the provision of TA services. Accordingly,
89 COUNTY agrees to ensure the availability of a qualified physician to supervise
90 care of its patients during the provision of TA services.

91 3.0 COUNTY will provide CONTRACTOR staff with basic orientation to
92 COUNTY policies and procedures, including, but not limited to: dress code;
93 identification badge requirements; reporting of industrial injuries and illnesses;
94 emergencies- fire, natural disasters, & cardiac/respiratory; computerized
95 systems; and hazardous waste disposal.

96 4.0 COUNTY will provide CONTRACTOR staff with protective wear, as
97 required to ensure compliance with OSHA regulations.

98 5.0 COUNTY will provide appropriate space for conducting TA
99 procedures.

100 6.0 COUNTY will provide resuscitation back-up on premises with staff
101 available to provide emergency support, if needed, including a staff nurse to be
102 trained by CONTRACTOR on emergency shut down of equipment.

103 7.0 COUNTY will provide general nursing care, including emergency
104 care and medications to TA patients, before, during and after the procedure and
105 for providing written orders for the TA procedure.

106 8.0 COUNTY will provide placement and maintenance of a dual-lumen
107 apheresis venous catheter, when required. CONTRACTOR shall notify
108 COUNTY of placement requirements as applicable.

109 9.0 COUNTY will provide appropriate replacement fluids for the TA
110 procedure as recommended by CONTRACTOR supervising physician.

111 10.0 COUNTY will provide CONTRACTOR and/or CONTRACTOR
112 clinical staff access to the patient's medical record and other necessary patient
113 information in accordance with COUNTY and Medical Staff policies and
114 procedures.

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM**
Therapeutic Apheresis Program

115 11.0 In the event that a special device is prescribed (e.g.
116 immunoadsorption column) in conjunction with the TA procedure, it will be
117 supplied by COUNTY. CONTRACTOR may provide the device, upon COUNTY
118 request, subject to availability.

119 12.0 COUNTY Hospital or patient designated attending physician retains
120 responsibility for patient care before, during and after the procedure and for
121 providing written orders for the TA procedure

122 13.0 COUNTY Hospital or patient-designated attending or referring
123 physician will inform the patient of the need for and anticipated risks and benefits
124 of the prescribed procedure, obtain patient's informed consent, and document in
125 the patient's medical record.

126 14.0 COUNTY will notify CONTRACTOR twenty-four (24) hours in
127 advance of required treatment. CONTRACTOR shall provide emergency service
128 in the event the patient's clinical condition dictates such response, as determined
129 by the patient's treating physician.

130 15.0 In the event a scheduled procedure is canceled by COUNTY, it is
131 the responsibility of COUNTY to inform CONTRACTOR of the cancellation prior
132 to a Nurse being sent. Otherwise, COUNTY may be invoiced for the Nurse's
133 time in accordance with the Payment Provision set forth in **Exhibit B**.

134 16.0 All federal, state, and local licenses or permits which are required
135 for the services provided herein are the responsibility of the COUNTY Hospital.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

**PROCEDURE
CODE**

THERAPEUTIC SERVICES

PLASMAPHERESIS (Therapeutic Plasma Exchange)

Routine (first four 4 hours of service, weekdays 0700 – 1700)	1,350.00	PLROUT
After hours (1700-0700) or Weekend / Holiday	1,739.00	PLWKHL
Cancellation Fee	134.00	PLCANC
Aborted Procedure	659.00	PLABOR
Extended hours (after initial first 4 hours of service)	300.00	PLEXT
Delay initiation of treatment due to facility issue (per hour)	129.00	DELAY

CYTAPHERESIS (Includes White Blood Cell Depletion, Platelet Depletion, and Red Blood Cell Exchange or Reduction)

Routine (first four 4 hours of service, weekdays 0700 – 1700)	1,533.00	CYROUT
After hours (1700-0700) or Weekend / Holiday	1,739.00	CYWKHL
Cancellation Fee	134.00	CYCANC
Aborted Procedure	659.00	CYABOR
Extended hours (after initial first 4 hours of service)	300.00	CYEXT
Delay initiation of treatment due to facility issue (per hour)	129.00	DELAY

THERAPEUTIC PHLEBOTOMY

Routine	278.00	ITHPHB
After hours (1700-0700) or Weekend / Holiday	552.00	WTHPHB

EQUIPMENT TRANSPORT WITHOUT PROCEDURE

	352.00	EQUIP
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Notes:

- ¹ Fees are subject to all applicable taxes.
- ² Treatments include set-up of the Apheresis System, priming of the extracorporeal blood circuit, withdrawal, processing and return of the patient's blood components as prescribed, and monitoring of the patient's treatment throughout the procedure.
- ³ The Apheresis System will not be permanently placed at the hospital but shall be made available on an "as required" basis to support clinical procedures.
- ⁴ Apheresis treatment fees include the cost of transferring the Apheresis System to the hospital and set-up; apheresis fees do not include normal saline and/or blood products used for priming the Apheresis System or for replacement solutions of blood components removed.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
BLOOD BANK OF SAN BERNARDINO/RIVESIDE COUNTIES d/b/a LIFESTREAM

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 **Blood Bank of San Bernardino/Riverside Counties d/b/a LIFESTREAM** ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
BLOOD BANK OF SAN BERNARDINO/RIVESIDE COUNTIES d/b/a LIFESTREAM

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

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Between the County of Riverside and
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1 3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 7. Term and Termination.

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

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

8. Hold Harmless/Indemnification

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

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

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

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

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

4 **9. General Provisions.**

- 5 A. Amendment – the parties agree to take such action as is necessary to amend this
6 Addendum from time to time as is necessary for County to comply with the Privacy
7 Rule, Security Rule, and HIPAA generally.
- 8 B. Survival – the respective rights and obligations of this Addendum shall survive the
9 termination or expiration of this Addendum.
- 10 C. Regulatory References – a reference in this Addendum to a section in the Privacy
11 Rule and/or Security Rule means the section(s) as in effect or as amended.
- 12 D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall
13 be resolved to permit County to comply with the Privacy Rule, Security Rule, and
14 HIPAA generally.
- 15 E. Interpretation of Addendum – this Addendum shall be construed to be a part of the
16 Underlying Agreement as one document. The purpose is to supplement the
17 Underlying Agreement to include the requirements of HIPAA.

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BETWEEN
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1 This Agreement is made and entered into by and between the County of
2 Riverside, a political subdivision of the State of California, through its Medical Center,
3 (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and
4 **Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM,**
5 hereinafter referred to as CONTRACTOR.

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

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

11 NOW THEREFORE, in consideration of the mutual promises, covenants and
12 conditions hereinafter contained the PARTIES hereto mutually agree as provided on
13 pages 1 through 35, Exhibit A, Exhibit B and Attachment A, attached hereto and
14 incorporated herein.

15 **1.0 HIPAA Business Associate Agreement**

16 The CONTRACTOR in this Agreement is subject to all relevant
17 requirements contained in the Health Insurance Portability and Accountability Act of
18 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
19 regulations promulgated subsequent thereto, including, without limitation, the Health
20 Information Technology for Economic and Clinical Health Act, as amended
21 (HITECH). CONTRACTOR shall adhere to all terms and conditions as outlined and

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specified in **Attachment A**, consisting of 7 pages, attached hereto and by this reference incorporated herein.

2.0 DESCRIPTION OF SERVICES

2.1 CONTRACTOR agrees to provide blood, blood products and blood-related services to COUNTY, as needed as designated by COUNTY and subject to CONTRACTOR's available supply of blood and blood components from voluntary donations and provided that no factors beyond CONTRACTOR's control that could affect CONTRACTOR's ability to supply services for COUNTY (such as strikes, work stoppages and other circumstances or emergencies). For purposes of this Agreement, "services" or "Services" shall mean blood, blood products, blood components and related services".

2.2 CONTRACTOR shall provide all services as outlined and specified in **Exhibit A**, Scope of Services, consisting of 7 pages at the prices stated in **Exhibit B**, Fee Schedule, consisting of 3 pages.

3.0 PERIOD OF PERFORMANCE

This Agreement shall be thirty-six (36) months, commencing on July 1, 2010 ("Effective Date") and expiring June 30, 2013, unless terminated as specified in Section 12.0 Termination and Section 17.0 Availability of Funding.

4.0 COMPENSATION

4.1 For services provided to COUNTY, CONTRACTOR shall be reimbursed according to the fees set forth on **Exhibit B** Fee Schedule, which reflect

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43 CONTRACTOR costs for provision of services to COUNTY, including recruitment of
44 blood donors, and collecting, processing and distributing blood and blood
45 components.

46 4.2 Maximum payments by COUNTY to CONTRACTOR shall not
47 exceed six million eight hundred fourteen thousand five hundred (\$6,814,500) dollars
48 for thirty-six (36) months, commencing July 1, 2010 and expiring June 30, 2013,
49 including all expenses and CONTRACTOR shall not be obligated to provide any
50 services which would result in COUNTY owing an amount in excess of the above
51 referenced amount. COUNTY shall not be responsible for payment of any of
52 CONTRACTOR's expense related to this Agreement.

53 4.3 The fees for services in **Exhibit B** are established as part of a
54 comprehensive package, reflect a significant discount, and are dependent upon
55 COUNTY obtaining 100% of its blood, blood products and blood-related services, to
56 meet its needs (including the needs of its patients and of other entities with which it
57 contracts) from CONTRACTOR and not from another facility or contractor. In cases
58 of emergency in which CONTRACTOR is unable to supply the needed service within
59 the reasonable time required, COUNTY may obtain blood products and related
60 services from another facility without affecting fees established in **Exhibit B**.
61 COUNTY hospital's obtaining blood products and related services from another
62 facility in times of non-emergency will result in CONTRACTOR having the right, upon
63 thirty (30) days prior written notice to COUNTY, to terminate this Agreement, unless

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64 CONTRACTOR is unable to supply the blood products and related service to
65 COUNTY in a timely manner and in accordance with this Agreement.

66 4.4 This Agreement is subject to compliance by CONTRACTOR and
67 COUNTY hospital with any and all requirements mandated or recommended by any
68 state or federal regulatory agency or which become the standard of practice within
69 blood banking or transfusion medicine. COUNTY shall be responsible for the
70 incremental increases in costs of such requirements as well as other reasonable
71 modifications which CONTRACTOR determines are in the best interest of the health
72 and safety of the patient population upon thirty (30) days prior written notice to
73 COUNTY, provided that this Agreement shall automatically terminate when maximum
74 payments are made by COUNTY under Section 4.2, unless COUNTY, at its sole
75 discretion, and CONTRACTOR amend this Agreement to increase the maximum
76 payments under Section 4.2.

77 4.5 Recognizing the common distribution of blood types among the
78 blood donor population and the additional cost associated with acquiring Group O red
79 blood cells beyond the normal distribution, the volume of services referenced in
80 subsection 4.1 above assumes that COUNTY's Group O Red Blood Cell utilization is
81 fifty-two (52%) percent or less of COUNTY's total Red Blood Cell utilization. To
82 assist COUNTY in optimizing Group O red blood cell utilization, CONTRACTOR will
83 make its Medical Directors reasonably available to review and make
84 recommendations to COUNTY hospital transfusion policies and practice and meet

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85 with COUNTY hospital physicians on an as-needed basis to provide education and
86 clinical support.

87 4.6 Said compensation shall be paid in accordance with an invoice
88 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
89 thirty (30) days of the invoice date. If COUNTY does not pay the invoice within forty-
90 five (45) days of the invoice date, interest shall be charged on any unpaid balance
91 after forty-five (45) days of the invoice date at 0.5% per month.

92 4.7 All invoices submitted by CONTRACTOR shall include an
93 itemized invoice showing all services provided and items shipped, returned or
94 transferred.

95 4.8 All invoices submitted by CONTRACTOR shall be addressed to,
96 Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
97 Avenue, Moreno Valley, CA. 92555.

98 4.9 For any proposed revision other than a fee revision of the type
99 described in subsection 4.1 through 4.4 above, CONTRACTOR shall give thirty (30)
100 days prior written notice to COUNTY, but no such fee revision shall become effective
101 without the mutual written consent of both parties to this Agreement.

102 4.10 COUNTY may make payments to CONTRACTOR via electronic
103 funds transfer (EFT) directly deposited into CONTRACTOR's designated checking or
104 other bank account. Should COUNTY decide to make EFT payments,

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CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

5.0 BLOOD COMPONENT AVAILABILITY GUARANTEE

a. If CONTRACTOR is unable to deliver a routine order for a standard blood component within twelve (12) hours and COUNTY hospital must secure the component from another source, CONTRACTOR will reimburse COUNTY the price difference plus 10%.

b. CONTRACTOR will not be liable to COUNTY or to any third party for any inability to procure and provide COUNTY with blood or blood products due to inadequate supplies of blood products from voluntary donations, strikes, work stoppages, acts of government, acts of God or other circumstances beyond the reasonable control of CONTRACTOR.

6.0 LIMITATIONS ON LIABILITY

a. In no event will either party be liable to the other party for any special, exemplary, incidental, indirect or consequential damages, losses or costs, (including legal fees and expenses related thereto), lost time, savings, profits or goodwill, which may arise in connection with this Agreement, regardless of the form of claim or action, even if advised of the possibility of such damages, losses or costs.

b. CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT,

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126 EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET
127 FORTH IN THIS AGREEMENT, INCLUDING EXHIBITS AND ATTACHMENTS.

128 c. CONTRACTOR represents and warrants to COUNTY that
129 CONTRACTOR's obligations to indemnify, hold harmless and defend COUNTY
130 pursuant to Section 15.1 of this Agreement apply to any and all claims or actions
131 arising out of any blood, blood products or blood components or related services
132 provided by CONTRACTOR to COUNTY, including but not limited to any blood,
133 blood products or blood components from a donor: (1) when post donation
134 information is obtained which would have made the donor ineligible at time of
135 donation; (2) who tested positive or repeatedly reactive for an infections marker at the
136 time of donation; (3) who tested negative at the time of donation and subsequently
137 tested positive or repeatedly reactive for an infectious marker; or (4) who tested
138 negative at the time of donation and subsequently is determined to be at increased
139 risk for transmitting infection disease.

140 **7.0 RETENTION OF RESPONSIBILITY**

141 Without limiting any obligations that CONTRACTOR has with respect to
142 the performance of the services under this Agreement or liability to COUNTY in
143 connection with the negligent performance, bad faith performance or non-
144 performance of such obligations, COUNTY shall retain ultimate professional and
145 administrative responsibility for the services rendered hereunder to the extent

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required under the State of California Department of Health Services California Code of Regulations, Title 22, Section 70713.

8.0 ASSURANCES

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

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

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

9.0 QUALITY ASSURANCE

9.1 CONTRACTOR shall conduct its operations in compliance with all applicable laws and rules relating to applicable forms of licensure, certification and accreditation, including, but not limited to, those of the State of California and those necessary to participate in the Medicare and Medi-Cal programs under Title XVIII and Title XIX, respectively, of the Social Security Act, and those required for applicable accreditation by the Joint Commission, the National Committee for Quality Assurance

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(NCQA), Food and Drug Administration (FDA), American Association of Blood Banks(AABB) and any other applicable regulating or accrediting agencies.

9.2 CONTRACTOR represents and warrants that the members of its medical staff and all other medical care professionals who provide Services under this Agreement are, and shall be, properly licensed, certified and qualified to perform Services in accord with the applicable laws and regulations of the United States and the State of California. Upon request, CONTRACTOR shall provide satisfactory evidence of such licenses, certifications and qualifications. CONTRACTOR shall inform COUNTY of any notice of a final action taken by CONTRACTOR regarding licensing, certification, or reduction of staff privileges which has been reported to any state or federal agency within forty-eight (48) hours of CONTRACTOR's receipt of such notice.

9.3 CONTRACTOR shall coordinate its efforts with the requirements of COUNTY to assure the quality of all Services. CONTRACTOR and COUNTY shall cooperate to objectively monitor and evaluate the Services provided by CONTRACTOR under this Agreement. CONTRACTOR and COUNTY shall cooperatively pursue commercially reasonable opportunities to continuously improve the Services provided under this Agreement and to identify and resolve problems related to the provision of Services under this Agreement.

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10.0 COMPLIANCE WITH MEDICARE REQUIRMENTS

If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, which governs access to books and records of CONTRACTOR for Services to Medicare providers where the cost or value of such Services under the contract exceeds \$10,000 over a twelve (12) month period, then CONTRACTOR agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General to have access to this Agreement and books, documents and records of CONTRACTOR, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

11.0 COMPLIANCE WITH STATE OF CALIFORNIA REQUIREMENTS

To the extent this Agreement is subject to the provisions of Title 22 of the California Code of Regulations Section 53250, then in accord with said provisions:

11.1 CONTRACTOR agrees to permit representatives of the State of California Department of Health Services (the "Department"), the State of California Department of Corporations and the United States Department of Health and Human Services and their agents to have access to its books, documents and records pertaining to the goods or Services furnished pursuant to this Agreement and any subcontracts entered in by CONTRACTOR in furtherance of its performing its obligations hereunder ("Subcontracts") for inspection, examination and/or copying:

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11.1.1 at all reasonable times at CONTRACTOR's place of business or at such other mutually agreeable location within the State of California.

11.1.2 in a form maintained in accordance with the general standards applicable to such book or records keeping.

11.1.3 for a period of six (6) years from the end of the Department's fiscal year following the termination of this Agreement, or in the case of each Subcontract, from the end of the Department's fiscal year following the termination of the Subcontract.

11.2 CONTRACTOR agrees to notify the Department, in writing, properly addressed and deposited, postage prepaid, with the United States Postal Service as first-class registered mail, upon the amendment or termination of any Subcontract.

11.3 CONTRACTOR shall not assign or otherwise delegate any of its obligations hereunder without the prior written approval of the Department.

11.4 In the event COUNTY does not pay for the Services of CONTRACTOR rendered pursuant to the terms of this Agreement, for any reason whatsoever, CONTRACTOR agrees to hold harmless both the State of California and those members of prepaid health plans who are Medicaid beneficiaries and to look solely to COUNTY for payment pursuant to the terms of this Agreement.

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12.0 TERMINATION

12.1 COUNTY or CONTRACTOR may terminate this Agreement without cause upon one hundred and eighty (180) days written notice served upon the other party hereto stating the extent and effective date of termination.

12.2 COUNTY or CONTRACTOR may, upon thirty (30) days written notice, terminate this Agreement for default, if COUNTY or CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination by COUNTY, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

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250 12.4 After termination, COUNTY shall make payment only for
251 CONTRACTOR's performance up to the date of termination in accordance with this
252 Agreement and at the rates set forth in **Exhibit B**.

253 12.5 In accordance with Section 12.2 above, CONTRACTOR's rights
254 under this Agreement shall terminate (except for fees accrued prior to the date of
255 termination) upon dishonesty or a willful or material breach of this Agreement by
256 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any
257 reason whatsoever to perform the terms of this Agreement.

258 12.6 The rights and remedies of COUNTY or CONTRACTOR
259 provided in this section shall not be exclusive and are in addition to any other rights
260 and remedies provided by law or this Agreement.

261 **13.0 EXCLUSION LISTS SCREENING**

262 CONTRACTOR shall screen all of its current and prospective owners,
263 legal entities, officers, directors, employees, contractors, and agents ("Screened
264 Persons") against (a) the United States Department of Health and Human
265 Services/Office of Inspector General List of Excluded Individuals/Entities (available
266 through the Internet at <http://www.oig.hhs.gov> <<http://www.oig.hhs.gov/>>), and (b) the
267 General Services Administration's List of Parties Excluded from Federal Programs
268 (available through the Internet at <http://www.epls.gov> <<http://www.epls.gov/>>)
269 (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons (y)
270 are currently excluded, debarred, suspended, or otherwise ineligible to participate in

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Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Blood Bank shall immediately notify COUNTY of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement

14.0 CONFIDENTIALITY

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

14.1 Neither party hereto shall disclose, except as otherwise specifically permitted by this Agreement or authorized by the other party hereto or the other party's representative, any such identifying information to anyone other than authorized COUNTY or CONTRACTOR personnel without prior written authorization from the COUNTY or CONTRACTOR, as the case may be.

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290 14.2 For the purpose of this paragraph, "identify" shall include, but not
291 limited to, name, identifying number, symbol, or other identifying particular
292 attributable to the individual, such as finger or voiceprint or photograph.

293 **15.0 HOLD HARMLESS/INDEMNIFICATION**

294 15.1 CONTRACTOR shall indemnify and hold harmless the County of
295 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
296 directors, officers, Board of Supervisors, elected and appointed officials, employees,
297 agents and representatives (individually and collectively hereinafter referred to as
298 COUNTY Indemnitees) from any liability whatsoever, based or asserted upon any
299 services of CONTRACTOR, its officers, employees, subcontractors, agents or
300 representatives arising out of or in any way relating to this Agreement, including but
301 not limited to property damage, bodily injury, or death or any other element of any
302 kind or nature whatsoever arising from the performance of CONTRACTOR, its
303 officers, employees, subcontractors, agents or representatives. CONTRACTOR shall
304 defend, at its sole expense, all costs and fees including, but not limited, to
305 reasonable attorneys' fees, cost of investigation, defense and settlements or awards,
306 the COUNTY Indemnitees in any claim or action based upon such alleged acts or
307 omissions. With respect to any action or claim subject to indemnification herein by
308 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel
309 of their own choice and shall have the right to adjust, settle, or compromise any such
310 action or claim without the prior consent of COUNTY; provided, however, that any

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such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY Indemnitees as set forth herein.

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

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15.3 CONTRACTOR'S or COUNTY'S (as the case may be) obligation hereunder shall be satisfied when such party hereto has provided to the other party hereto the appropriate form of dismissal relieving the other party hereto from any liability for the action or claim involved.

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

16.0 INSURANCE

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

16.2 WORKERS' COMPENSATION:

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

16.3 COMMERCIAL GENERAL LIABILITY:

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Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the other party's performance of its obligations hereunder. Policy shall name the other party hereto, its directors, officers, Board of Supervisors, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

16.4 VEHICLE LIABILITY:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then each party hereto shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the other party hereto, its directors, officers, Board of Supervisors, employees, agents or representatives as Additional Insureds.

16.5 PROFESSIONAL LIABILITY:

Each party hereto shall maintain Professional Liability Insurance providing coverage for its performance of work included within this Agreement, with a

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

16.6 GENERAL INSURANCE PROVISIONS - ALL LINES:

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

B. Each party's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the other party hereto (i.e., the County Risk

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Manager in the case of the COUNTY) before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the other party hereto, and at the election of the other party hereto (i.e., the County's Risk Manager in the case of the COUNTY), the other party's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

C. Each party hereto shall cause its insurance carrier(s) to furnish the other party hereto with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the other party hereto, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the other party hereto prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the other party hereto receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original

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416 policies, including all endorsements and attachments thereto evidencing coverage's
417 set forth herein and the insurance required herein is in full force and effect. **Neither**
418 **party hereto shall commence operations until the other party hereto has been**
419 **furnished original Certificate (s) of Insurance and certified original copies of**
420 **endorsements or policies of insurance including all endorsements and any and**
421 **all other attachments as required in this Section. An individual authorized by**
422 **the insurance carrier to do so on its behalf shall sign the original**
423 **endorsements for each policy and the Certificate of Insurance.**

424 D. For liabilities relating to CONTRACTOR'S obligations
425 hereunder, it is understood and agreed to by the parties hereto that the
426 CONTRACTOR'S insurance shall be construed as primary insurance, and the
427 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-
428 insured programs shall not be construed as contributory.

429 E. For liabilities relating to COUNTY'S obligations hereunder,
430 it is understood and agreed to by the parties hereto that the COUNTY'S insurance
431 shall be construed as primary insurance, and the CONTRACTOR'S insurance and/or
432 deductibles and/or self-insured retention's or self-insured programs shall not be
433 construed as contributory.

434 F. If, during the term of this Agreement or any extension
435 thereof, there is a material change in the scope of services; or, there is a material
436 change in the equipment to be used in the performance of the scope of work which

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will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

G. Each party hereto shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the other party hereto.

I. Each party hereto agrees to notify the other party hereto of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17.0 AVAILABILITY OF FUNDING

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

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which payment can be made. No legal liability on the part of CONTRACTOR shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

18.0 RECORDS AND DOCUMENTS

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

18.1 CONTRACTOR shall provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as may be reasonably requested by COUNTY.

19.0 MONITORING

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable written notice to CONTRACTOR and at any reasonable time (but in no event shall COUNTY provide less than seven (7) calendar days prior written notice).

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20.0 LICENSE

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

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

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

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

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21.0. COUNTY REPRESENTATIONS AND WARRANTIES

COUNTY represents and warrants to CONTRACTOR that it and its employees and agents who are involved with or assisting with providing blood, blood products and blood-related services:

- a. hold valid, unrestricted and unconditional licenses, certifications, and other approvals necessary to receive services under this Agreement;
- b. are duly licensed or certified in accordance with the state laws in which COUNTY operates; and
- c. are in compliance with all applicable federal, state, and municipal laws, regulations, rules, ordinances and orders related to this Agreement and the services to be provided hereunder.

22.0 NONDISCRIMINATION AND ELIGIBILITY

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

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

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

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

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

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

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

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23.0 CONFLICT OF INTEREST

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

24.0 ALTERATION

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

24.1 On behalf of COUNTY, only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement. The parties hereto expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

25.0 ASSIGNMENT

Neither party hereto may delegate its obligations hereunder, either in whole or in part, without prior written consent of the other party hereto provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in

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the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

26.0 ADMINISTRATION

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

27.0 WAIVER

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

28.0 JURISDICTION, VENUE, SEVERABILITY

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

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

29.0 INDEPENDENT CONTRACTOR

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

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

30.0 THIRD PARTIES

This Agreement is not intended by the parties hereto to create, and it shall not be construed to create, any rights or obligations for any persons or entities not parties to this Agreement.

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31.0 SUBCONTRACT FOR WORK OR SERVICES

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

32.0 INTEREST OF CONTRACTOR

Each party hereto covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Each party hereto further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this Agreement.

33.0 CONDUCT OF CONTRACTOR

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

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

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whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

33.3 Neither party hereto shall use for personal gain or make other improper use of privileged information, which is acquired in connection with this Agreement. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of subcontractors in advance of official announcement.

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

34.0 DISALLOWANCE

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

35.0 FORCE MAJEURE

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

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

35.2 Except for the payment of monies owed hereunder, in the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply. CONTRACTOR acknowledges and agrees that in the event COUNTY is unable to make timely payments of invoice due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply, including any interest under Section 4.6.

36.0 EDD REPORTING REQUIREMENTS

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

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those

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agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of this Agreement.

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

37.0 ENTIRE AGREEMENT

This Agreement, including Exhibits A and B and Attachment A, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations. This contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

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38.0 CAPTIONS AND PARAGRAPH HEADINGS

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

39.0 NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted upon personal delivery or within two (2) days after their deposit in the United States mail, postage prepaid. Notices delivered by U.S. Postal Services Express mail or overnight courier that guarantees next day delivery are deemed submitted within one (1) day after their deposit to the United States Postal Services or courier.

CONTRACTOR

Blood Bank of San Bernardino and Riverside Counties d/b/a LIFESTREAM

384 Orange Show Road

PO Box 5729

San Bernardino, CA 92412

Attn: Frederick B. Axelrod, M.D., MBA

President/Chief Executive Officer/Medical Director

Fax No.: (909) 381-2036

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708 **COUNTY**

709 **Riverside County Regional Medical Center**

710 26520 Cactus Avenue

711 Moreno Valley, CA 92555

712 Attn: Contracts Administration

713 Fax No.: (951) 486-5515

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

715 **CONTRACTOR**

716 **Blood Bank of San Bernardino and**
717 **Riverside Counties d/b/a LIFESTREAM**

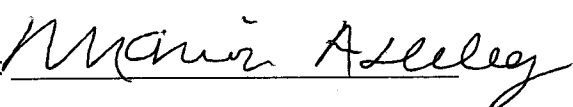
718 By: 
719
720

721 Frederick B. Axelrod, M.D., MBA
722 Type or Print Name

723
724 President/CEO/Medical Director
725 Type or Print Title

726 Date: 07/28/2010
727
728

COUNTY

By: 

Marion Ashley
Type or Print Name

Chairman
Type or Print Title

Date: 8/31/2010

FORM APPROVED COUNTY COUNSEL

BY:  8/3/2010
TAWNY V. DIEU DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
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Blood and Laboratory Services

1 In accordance with the terms of the Contract Agreement, both CONTRACTOR
2 and COUNTY mutually agree as follows:

3
4 **A. CONTRACTOR RESPONSIBILITIES**

5 1.0 CONTRACTOR agrees to provide blood components that are
6 collected, tested, processed, labeled, stored and transported according to the
7 standards of the Food and Drug Administration (FDA), the American Association
8 of Blood Banks (AABB), and the State of California.

9 2.0 CONTRACTOR shall test blood for conditions required by the FDA,
10 state and local laws and other applicable standards. Such tests shall include, but
11 not be limited to:

12 ABO/Rh	Irregular red cell antibodies
13 Syphilis	Hepatitis B and C
14 HIV	HTLV-I/II
15 West Nile virus	Chagas disease

16 3.0 CONTRACTOR testing does not guarantee that a given blood
17 component is incapable of transmitting an infectious disease such as hepatitis,
18 AIDS or other blood borne illness.

19 4.0 CONTRACTOR shall notify COUNTY to return any blood
20 components when a unit in its inventory is from a donor who subsequently tests
21 positive/repeatedly reactive for an infectious marker, or when post donation
22 information is obtained which would have made the donor ineligible at time of
23 donation.

24 5.0 CONTRACTOR shall notify COUNTY in writing, following FDA
25 requirements, when blood components it provided to COUNTY came from a
26 donor who subsequently is determined to be infected with or at increased risk of
27 transmitting HIV and/or HCV. *Note: CONTRACTOR initial notification process*
28 *utilizes email as primary communication vehicle.*

SCOPE OF SERVICE
**BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM**
Blood and Laboratory Services

29 5.1 CONTRACTOR shall notify COUNTY within three (3)
30 calendar days after CONTRACTOR has determined that the
31 COUNTY was supplied with blood and/or blood components
32 collected from a donor who tested negative at the time of
33 donation and subsequently tests reactive for HIV or HCV
34 infection on a later donation, or subsequently is determined
35 to be at increased risk for transmitting HIV or HCV infection.

36 5.2 CONTRACTOR shall notify COUNTY of the results of any
37 supplemental test for HIV or HCV, or other relevant follow-up
38 testing required by the FDA within 30 days of the HIV or
39 HCV screening test.

40 5.3 CONTRACTOR shall notify COUNTY within three (3)
41 calendar days after CONTRACTOR has determined that it
42 had supplied blood and blood components collected from an
43 infectious donor, whenever records are available, as set
44 forth in 21 C.F.R. 610.48(b)(3).

45 6.0 CONTRACTOR shall provide clinical consultations concerning
46 transfusion problems, test methods, specifications and performance, including
47 assistance in dealing with cross-matching problems and needs for special blood,
48 if requested by COUNTY.

49 7.0 CONTRACTOR shall provide COUNTY with as many copies of the
50 most current version of The Circular of Information for the Use of Human Blood
51 and Blood Components as requested, at no cost to COUNTY.

52 8.0 CONTRACTOR shall sponsor regular continuing education events
53 pertinent to blood banking.

54 9.0 Services under this Agreement will be provided upon
55 CONTRACTOR's receipt of either an oral or written order from a person
56 authorized by COUNTY hospital to make such orders.

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SCOPE OF SERVICE
BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
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86	Irradiation	pooling
87	CMV screening	volume reduction
88	antigen screening	Hemoglobin S screening

89 13.0 CONTRACTOR shall notify COUNTY immediately of any
 90 discrepancies between components shipped or returned, or services provided
 91 and corresponding paperwork.

92 14.0 In conformance with the Omnibus Reconciliation Act of 1980
 93 (Public Law 96-499), the Secretary, United States Department of Health and
 94 Human Services, or the Secretary's designee, will be permitted access to any
 95 books and records of COUNTY or CONTRACTOR during the term of this
 96 Agreement and for a four (4) year period after termination of this Agreement.

97 15.0 CONTRACTOR agrees that all information, records and data
 98 collected or maintained about patients shall be confidential. CONTRACTOR, its
 99 employees and agents shall maintain the confidentiality of all patient information
 100 received in the course of providing services under this Agreement. No employee
 101 or agent of CONTRACTOR shall discuss, transmit or narrate in any manner any
 102 patient information of a personal, medical or other nature except as a necessary
 103 part of providing services to the patient.

104 16.0 CONTRACTOR shall evaluate reported cases of possible
 105 transfusion complications (reactions and infections), investigate the involved
 106 donors and donations appropriately and return an investigation summary and
 107 case assessment to the reporting hospital. If appropriate, COUNTY will provide
 108 specimens of the recipient's blood and portions of the remaining blood
 109 component to the CONTRACTOR for evaluation as part of the case investigation.

110 17.0 CONTRACTOR agrees to provide regularly scheduled delivery
 111 service for shipments, at no charge to COUNTY. CONTRACTOR agrees to
 112 provide COUNTY with transportation for supplemental and emergency orders for
 113 a fee (as defined in Exhibit B, Payment Provisions).

114 //

SCOPE OF SERVICE
BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES d/b/a
LIFESTREAM

Blood and Laboratory Services

B. COUNTY RESPONSIBILITIES

1.0 COUNTY will maintain an accredited laboratory with licensed medical technologists as required by California State law.

2.0 COUNTY will designate personnel who are authorized to order blood components and testing services, and receive test results.

3.0 COUNTY will maintain temperature-monitored facilities that meet the standards of the FDA and AABB for the storage of blood components received from CONTRACTOR. A CONTRACTOR representative may periodically inspect these storage facilities.

4.0 COUNTY will comply with directives of CONTRACTOR concerning handling, storage and shipping blood components, blood samples, and related documentation.

5.0 When utilizing reference laboratory services, COUNTY will provide patient samples that conform to collection criteria and conditions defined by CONTRACTOR.

6.0 COUNTY acknowledges that during period of limited inventories, CONTRACTOR will fill orders based on urgency of individual patient requirements.

7.0 In order to minimize delivery expense for supplemental and emergency blood orders and assist CONTRACTOR in managing the community blood supply, COUNTY will establish appropriate inventory levels representing a normal type distribution; agree with CONTRACTOR to a regular schedule of stock deliveries and routinely use blood components with the shortest remaining dating period when appropriate. COUNTY will designate an employee who shall work with CONTRACTOR employees on the foregoing matters.

8.0 COUNTY will place regular stock orders using form or other means approved by CONTRACTOR.

9.0 COUNTY will make available to CONTRACTOR, as necessary, its inventory of blood components in excess of COUNTY hospital's immediate

SCOPE OF SERVICE
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Blood and Laboratory Services

needs. Refusal to return a blood component to CONTRACTOR for transfer to another hospital with an urgent need negates COUNTY's return for credit privilege for that component as specified in Section 11 of this Scope of Service, under CONTRACTOR RESPONSIBILITIES.

10.0 COUNTY will make requests on a factual need basis using "Code 1" (STAT) only for true emergency usage. STAT requests for more than four (4) units of Group O or Rh-negative shall require the approval of CONTRACTOR Medical Director.

11.0 COUNTY will accept the responsibility for delivery charges when the COUNTY specifically requests the emergency delivery of blood by ambulance or helicopter even through CONTRACTOR vehicles, bus, courier or cab are available.

12.0 COUNTY will maintain complete records of the recipients of each of CONTRACTOR's blood components sufficient to allow tracing to the patient in the event of a product withdrawal or recall, and to allow investigation of potential transfusion complications.

13.0 COUNTY will furnish the CONTRACTOR with the identification of transfused components and sufficient clinical information to permit independent case assessment whenever a transfusion recipient develops a complication (reaction or infection) that was or may have been transfusion mediated and any aspect of manufacture (including donor selection) may have contributed. If such a transfusion complication involves a fatality, the COUNTY will notify the CONTRACTOR immediately. This reporting and evaluation is required by the FDA (Code of Federal Regulations, Title 21, 606.170). Special forms will be provided by CONTRACTOR for this purpose.

14.0 COUNTY will notify CONTRACTOR of problems with components (e.g., hemolysis, labeling irregularities, typing discrepancies, possible bacterial contamination) without delay upon discovery.

SCOPE OF SERVICE
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Blood and Laboratory Services

172 15.0 To facilitate and expedite the withdrawal/recall process and
173 CONTRACTOR notification to COUNTY, COUNTY will provide CONTRACTOR
174 with valid email contacts, and maintain currency of contact information.

175 16.0 COUNTY will immediately return blood or blood components
176 requested by CONTRACTOR as part of market withdrawal procedures, and if
177 component is no longer in inventory, inform the CONTRACTOR. To ensure the
178 integrity of market withdrawal and recall processes, COUNTY will not extend the
179 shelf-life of any blood component by performing additional manufacturing (e.g.,
180 freezing red blood cells).

181 17.0 Following FDA Lookback requirements, COUNTY will notify
182 recipients of blood components from donors subsequently determined to be
183 infected with HIV and/or HCV and provide written confirmation of the receipt of
184 CONTRACTOR's notification with component disposition information.

185 18.0 COUNTY will notify CONTRACTOR immediately in writing of any
186 change in the director of the Transfusion Service.

187 19.0 COUNTY hospital will actively and exclusively support the blood
188 and marrow donor recruitment efforts of the CONTRACTOR by sponsoring,
189 hosting and encouraging employee participation in regularly scheduled and/or
190 special blood and/or marrow drives.

191 20.0 COUNTY will serologically confirm ABO of red blood cell and
192 granulocyte components prior to transfusing unit.

193 21.0 COUNTY agrees that all information and data collected or
194 maintained about donors and donations shall be confidential. COUNTY, its
195 employees and agents shall maintain the confidentiality of all information
196 received in the course of using blood components provided under this
197 Agreement. No employee or agent of the COUNTY shall discuss, transmit or
198 narrate in any manner any donor or donation information except as a necessary
199 part of providing services to patients and performing assigned work duties.

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER		Fee	PROCEDURE CODE
RED BLOOD CELL COMPONENTS			
Red blood cells, packed (RBCs)	259.00	RC 3,5,or 6	
Red blood cells, leukocytes reduced by filtration	259.00	LRC	
Red blood cells, frozen, deglycerolized	481.00	DRC	
Red blood cells, pediatric aliquots, leukocytes reduced by filtration (with CMV screening) approximately 25 ml each x 8	431.00	LR5,6(A-H)	
PLASMA COMPONENTS			
Apheresis Fresh Frozen Plasma 500-599 mls	175.00	PA0869	
Apheresis Fresh Frozen Plasma 400-499 mls	120.00	ACP400	
Apheresis Fresh Frozen Plasma (Part A-C), 200-399 mls each	50.00	ACP(A-C)	
Apheresis Fresh Frozen Plasma, pediatric aliquots, approx. 90 ml each x 4	400.00	PAC(A-H)	
Plasma, fresh frozen, cryoprecipitate reduced	50.00	PCR	
Plasma, frozen within 24 hours, 200-300 mls	50.00	SDP	
		PT2587	
CRYOPRECIPITATE COMPONENTS			
Cryoprecipitated AHF, per unit	50.00	CRY	
Cryoprecipitated AHF, pooled, (8 units) - Pooling fee additional	400.00	PCRY	
PLATELET COMPONENTS			
Platelets, apheresis, leukocytes reduced	510.00	LPA	
Platelets, apheresis, extended hours fee (for cases in which 50 percent or more of the mean time falls after 1800 Monday through Friday, and for procedures scheduled on Saturday, Sunday or a holiday)	300.00	OFFAPH	
Platelets, apheresis, setup fee (for scheduled case canceled with less than two hours notification)	200.00	SET-UP	
GRANULOCYTE COMPONENTS			
Granulocytes, apheresis	2,500.00	GA	

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER		Fee	PROCEDURE CODE
SPECIAL COMPONENT PROCEDURES			
Volume reduction		100.00	VR
Pooling		100.00	POOL
Irradiation		35.00	IR
Washing of components		100.00	WASH
PRIORITY AND DELIVERY CHARGES			
"Code One"/STAT delivery or pick up		75.00 or cost	ST
Scheduled delivery or pick up		NO CHARGE	
AUTOLOGOUS AND DIRECTED SERVICES (2)			
Laboratory testing includes Phlebotomy:			
ABO/Rh		60.00	PABO
Anti-CMV		62.00	PCMV
Predonation test panel		75.00	PDTP
Autologous handling fee		100.00	AUTO
Directed handling fee (includes irradiation)		135.00	DIR
Freezing of Autologous red cells, (includes deglycerolization)		222.00	FDEG
Irradiation		35.00	IR
(2) Charged in addition to component fee(s)			
OTHER SERVICES AND SUPPLIES (3)			
Shipping (up to 6 units)		100.00 or cost	SF
Therapeutic phlebotomy at BB\$BRC		100.00	THPHB
Therapeutic phlebotomy inpatient (see Therapeutic Apheresis Fee Schedule)			ITHPHB
Blood bags - single (each)		4.50	BAG1
Blood bags - dual (each)		6.80	BAG2
Blood bags - triple (each)		10.00	BAG3
PL 10A - platelet leukocyte removal filter (Fenwal) 10 units		63.00	PL10A
PL 5A - platelet leukocyte removal filter (Fenwal) 6 units		42.00	PL5A
PXL12- platelet leukocyte removal filter (Pall) 8-12 units		107.25	PXL12
PXL8 - platelet leukocyte removal filter (Pall) 3-8 units		68.60	PXL8
RC 500 A - red cell leukocyte removal filter (Fenwal) 2 units		25.40	RC500A
RCXL1 - red cell leukocyte removal filter (Pall) 1 unit		33.80	RCXL1
RCXL2 - red cell leukocyte removal filter (Pall) 2 units		54.90	RCXL2
300 ML, transfer packs (each)		5.80	TP300
600 ML, transfer packs (each)		6.00	TP600
Attach satellite bag (sterile docking)		25.00	ATTBAG
(3) Fee is subject to change			

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER		Fee	PROCEDURE CODE
CLINICAL / REFERENCE LABORATORY TESTING			
ABO discrepancy resolution	150.00	ABDIS	
ABO typing	20.00	ABO	
Acidified Serum Test PNH	200.00	PNH	
Antibody ID panel (LISS)	75.00	PANL 1	
Antibody ID panel (PEG)	75.00	PANP	
Antibody Screen	100.00	ABSCR	
Antibody Titer	150.00	TITER	
Anti-CMV	40.00	CMV	
Chemical or drug treatment of reagent cells	100.00	CHEMTT	
Crossmatch	118.00	CROSS	
DAT - Anti - Complement	12.00	DATC	
DAT - Anti - IgG	12.00	DATIGG	
DAT Polyspecific	12.00	DATPLY	
Differential adsorption of serum, per adsorption	70.00	DIF AD	
Dilution	30.00	DILUT	
Donath-Landsteiner for PCH	300.00	PCH	
Elution	70.00	ELUTE	
Enzyme treatment of panel	100.00	ENZYME	
Fetal maternal hemorrhage	150.00	FMH	
Hemoglobin S Screening (Sickle Cell)	39.00	HGS	
HLA matching of components	312.00	HLAM	
Incubation of serum with drugs or chemicals	300.00	INCUB	
Inhibition of serum	100.00	INHIB	
Off-hours laboratory procedure (excludes reference) e.g., irradiation	0.00	OFHRS	
Off-hours reference lab (per hour, 2 hour minimum)	0.00	OFFREF	
Patient Serum Screen	50.00	SRSC	
Phenotype (for each antigen)	26.00	PHENO	
Phenotype, molecular, red blood cell (per patient)	500.00	PHENML	
Phlebotomy	22.00	PHB	
Platelet antibody screen	300.00	PAS	
Platelets, apheresis crossmatch (does not include component)	400.00	PAC	
Rare Unit Search	200.00	RARE	
Reticulocyte Separation	75.00	SEPAR	
Rh phenotype (C,c,E,e)	70.00	RHPHN	
Rh (D) typing	18.00	RH	
Screening for antigen negative blood, per antigen, per unit requested	60.00	SCREEN	
STAT laboratory procedure	75.00	STAT	
Sucrose Hemolysis	90.00	HEMO	
Super Coombs	36.00	COOMBS	
Titration	150.00	TITRAT	
Transfusion Review	225.00	TRX	
Type and Screen	138.00	TYPES	
Unit Search Charge	110.00	UNIT	
PLEASE CONTACT HOSPITAL SERVICES TECHNICAL SPECIALIST FOR ANY UNLISTED SERVICES OR PROCEDURES			

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
BLOOD BANK OF SAN BERNARDINO/RIVESIDE COUNTIES d/b/a LIFESTREAM

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 **Blood Bank of San Bernardino/Riverside Counties d/b/a LIFESTREAM** ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 3. Obligations of County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Term and Termination.

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

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

8. Hold Harmless/Indemnification

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and

BLOOD BANK OF SAN BERNARDINO/RIVESIDE COUNTIES d/b/a LIFESTREAM

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

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.