

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
DELL MARKETING L.P.**

1 This Professional Services Agreement (“Agreement”), effective January 17, 2011
2 (“Effective Date”) is made and entered into by and between the County of Riverside, a
3 political subdivision of the State of California, through its Medical Center, (Riverside
4 County Regional Medical Center) hereinafter referred to as COUNTY, and as further
5 defined in Section 2.2, and **Dell Marketing L.P.**, a Texas Limited Partnership,
6 hereinafter referred to as CONTRACTOR. COUNTY and CONTRACTOR are referred
7 to individually as a “PARTY” and collectively as the “PARTIES”.

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

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

13 NOW THEREFORE, in consideration of the mutual promises, covenants and
14 conditions hereinafter contained the PARTIES hereto mutually agree as provided on
15 pages 1 through 42, attached hereto and incorporated herein.

16 **1.0 HIPAA BUSINESS ASSOCIATE AGREEMENT**

17 Each PARTY is subject to all the requirements contained in the Health
18 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91,
19 enacted August 21, 1996, and the laws and regulations that are applicable to that
20 PARTY that are set forth in **Attachment A**, consisting of 8 pages, attached hereto and
21 by this reference incorporated herein.

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23 **2.0 ABBREVIATIONS / DEFINITIONS**

24 2.1 “Accounts” shall have the meaning set forth in Sections 2.1(a),
25 2.1(b), and 3.1 of Exhibit A.

26 2.2 “CONTRACTOR” shall have the meaning set forth in the opening
27 paragraph of this Agreement.

28 2.3 “COUNTY” shall refer to the County of Riverside and its Riverside
29 County Regional Medical Center (RCRMC), which has administrative responsibility for
30 this Agreement. RCRMC and COUNTY are used interchangeably.

31 2.4 “Fiscal Year” is defined as those accounts that are worked in a
32 designated Fiscal Year. County and RCRMC fiscal year encompasses the months (July
33 1 through June 30). The Fiscal Year may include dates of services outside that current
34 year; however activity for the encounter should be performed in the designated fiscal
35 year.

36 2.5 “Straight Self-Pay and/or Self-Pay Encounter” shall be defined as
37 an encounter(s) that have completed all screening processes and the recipient is not
38 eligible for any other funded program.

39 2.6 “TPL” shall mean Third-Party Liability.

40 **3.0 DESCRIPTION OF SERVICES**

41 CONTRACTOR shall provide the services as outlined and specified in
42 **Exhibit A**, Scope of Work (“Services”).

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45 **4.0 COUNTY RESPONSIBILITIES**

46 4.1 COUNTY will, determine, designate and assign appropriate
47 Accounts to CONTRACTOR.

48 4.2 COUNTY will process Indigent and Charity Care applications,
49 unless both parties mutually agree otherwise.

50 4.3 COUNTY will make accessible to CONTRACTOR documentation
51 and pertinent information in its possession relevant to the Accounts it refers to
52 CONTRACTOR, including but not limited to business records and medical records. For
53 the purposes of identifying third-party liability insurance carriers, COUNTY will make
54 accessible to CONTRACTOR copies of subpoenas, subpoena logs, request for medical
55 records and letters related to potential third-party liability but unrelated to any case in
56 which COUNTY is named as an adverse party or may be named as an adverse party.
57 Information not originally provided may be furnished by COUNTY, if available, upon
58 written request by the CONTRACTOR. COUNTY agrees to make available evidentiary
59 matter in support of any Account requiring legal process; but the providing of any
60 specific documents with respect to individual Accounts is in the sole discretion of
61 COUNTY and is further subject to applicable laws.

62 4.4 COUNTY shall provide CONTRACTOR's assigned staff with a
63 space allocation in the Patient Accounts Department and access to the COUNTY's
64 Information System to perform the Services under this Agreement.

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67 **5.0 PERIOD OF PERFORMANCE**

68 This Agreement shall begin on the Effective Date and continue in
69 effect through June 30, 2011, with the option to renew through the COUNTY'S annual
70 amendment process for four-(4) additional fiscal years in one-year increments, unless
71 terminated in accordance with this Agreement.

72 **6.0 COMPENSATION**

73 6.1 The COUNTY shall pay the CONTRACTOR for the Services
74 performed in accordance with the terms of **Exhibit B**, Contingency Fee Schedule.

75 6.2 Maximum payments by COUNTY to all CONTRACTORS shall not
76 exceed the aggregate amount of one million six hundred thousand dollars (\$1,600,000)
77 per any Fiscal Year during the term of this Agreement ("Annual Contract Amount"). If
78 CONTRACTOR determines that the Annual Contract Amount may be exceeded in any
79 Fiscal Year, CONTRACTOR shall notify COUNTY and request that the Annual Contract
80 Amount be increased for that Fiscal Year to an amount sufficient to cover
81 CONTRACTOR's anticipated charges to COUNTY for the remainder of such Fiscal
82 Year. Upon COUNTY's approval of the increase of the Annual Contract Amount,
83 CONTRACTOR shall continue the performance of the Services for the then-current
84 Fiscal Year, up to the increased Annual Contract Amount. In the event COUNTY does
85 not approve such request, CONTRACTOR will be excused from any Services for the
86 remainder of the then-current Fiscal Year that would result in additional charges in
87 excess of the Annual Contract Amount, and COUNTY shall be entitled to terminate this
88 Agreement for convenience by providing CONTRACTOR with prior written notice of

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89 termination. The parties shall execute an amendment to this Agreement in the event of
90 any increase to the Annual Contract Amount agreed to by the COUNTY, which shall
91 reflect the agreed amount of the increase.

92 6.3 COUNTY shall pay to CONTRACTOR a contingency fee based
93 upon the payments and remittances received by COUNTY on the Accounts.

94 6.4 CONTRACTOR will direct all payments and remittances to
95 COUNTY. Any payments or remittances received by CONTRACTOR will be recorded
96 and immediately forwarded to COUNTY.

97 6.5 COUNTY agrees to report to CONTRACTOR in writing, on a
98 recurring basis, all payments and communications received directly by COUNTY
99 relating to the Accounts.

100 6.6 Except as set forth in Section 6.2, the COUNTY is not responsible
101 for any fees or costs incurred above or beyond the Annual Contract Amount and shall
102 have no obligation to purchase any specified amount of services or products. Unless
103 otherwise specifically stated in **Exhibit B**, COUNTY shall not be responsible for
104 payment of any of CONTRACTOR's expenses related to this Agreement.

105 6.7 No increases in CONTRACTOR'S contingency fees set forth in
106 **Exhibit B** will be permitted during the first Fiscal Year of this Agreement. The COUNTY
107 requires written proof satisfactory to COUNTY of any increases to the contingency fees
108 prior to any approved price adjustment. After the first year of the award, a minimum of
109 30-days advance notice in writing is required to be considered and approved by
110 COUNTY. No retroactive adjustments to the contingency fees will be considered. Any

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111 agreed changes to the contingency fees must be stated in a written amendment to this
112 Agreement executed by both PARTIES.

113 6.8 Said compensation shall be paid in accordance with an invoice
114 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
115 thirty (30) working days of receipt of the invoice. All payments will be made via check to
116 Dell Marketing L.P., 7489 Collections Center Drive, Chicago, IL 60693. Late payments
117 will bear interest paid at a rate equal to the lesser of (i) ten percent (10%) or (ii) the
118 highest rate allowed by applicable law.

119 6.9 All invoices submitted by CONTRACTOR shall be addressed to,
120 Riverside County Regional Medical Center, Attention: Accounts Payable, 26520 Cactus
121 Avenue, Moreno Valley, CA. 92555.

122 6.10 COUNTY will reimburse CONTRACTOR for amounts equal to any
123 present or future sales, use, excise, property, goods, services or other taxes relating to
124 the Services, except that CONTRACTOR shall be responsible for its franchise taxes,
125 employment taxes and taxes based upon its net income.

126 **7.0 ASSURANCES**

127 7.1 CONTRACTOR hereby agrees that, where applicable, Services
128 provided hereunder will be performed in harmony with COUNTY policy and procedure.

129 7.2 CONTRACTOR warrants that it will perform the Services in
130 compliance with State and Federal laws that are applicable to the Services. In addition,
131 CONTRACTOR will comply with the requirements of the Joint Commission that are
132 applicable to the Services and as directed by COUNTY.

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133 7.3 CONTRACTOR certifies that it is aware of the Occupational Safety
134 and Health Administration (OSHA) regulations of the U.S. Department of Labor, the
135 derivative Cal/OSHA standards and laws and regulations relating thereto, and shall
136 comply therewith as to all relative elements under this Agreement.

137 **8.0 TERMINATION**

138 8.1 Either PARTY may terminate this Agreement without cause upon
139 30 days written notice served upon the CONTRACTOR stating the extent and effective
140 date of termination.

141 8.2 Either PARTY may, upon five (5) days written notice, terminate this
142 Agreement in the event of the other PARTY's material default in the performance of any
143 term of this Agreement in the event that the defaulting PARTY fails to cure such default
144 within thirty (30) days written notice of such default by the non-defaulting PARTY. In the
145 event of such termination, the COUNTY may proceed with the work in any manner
146 deemed proper by COUNTY.

147 8.3 After receipt of the notice of termination, CONTRACTOR shall: (a)
148 Stop all work under this Agreement on the date specified in the notice of termination;
149 and (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any
150 materials, reports or other products in their then-current state which, if the Agreement
151 had been completed or continued, would have been required to be furnished to
152 COUNTY.

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153 8.4 After termination, COUNTY shall make payment only for payments
154 and remittances received by COUNTY up to the date of termination in accordance with
155 this Agreement and at the contingency fees set forth in **Exhibit B**.

156 8.5 The rights and remedies of COUNTY provided in this section shall
157 not be exclusive and are in addition to any other rights and remedies provided by law or
158 this Agreement.

159 **9.0 CONFIDENTIALITY**

160 9.1 All written and oral information communicated to either party by the
161 other in connection with the activities contemplated by this Agreement whether before
162 or after the Effective Date, shall be held in strict confidence and used only for purposes
163 of this Agreement. No such information, including the provisions of this Agreement,
164 shall be disclosed by the recipient without the prior written consent of the other party,
165 except as required by law. If either party is required to disclose any confidential
166 information of the other party, the party so required shall notify the other party
167 immediately and shall cooperate in seeking a reasonable protective order.

168 9.2 This Article 9.0 shall not apply to information which is (i) in the
169 public domain or is otherwise publicly available, (ii) already known to the recipient, (iii)
170 developed independently by the recipient, or (iv) received from a third party without
171 similar restriction and without breach of this Agreement.

172 **10.0 HOLD HARMLESS/INDEMNIFICATION**

173 10.1 CONTRACTOR shall indemnify and hold harmless the County of
174 Riverside, its Agencies, Districts, Special Districts and Departments, their respective

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175 directors, officers, Board of Supervisors, elected and appointed officials, employees,
176 agents and representatives (individually and collectively hereinafter referred to as
177 Indemnitees) from any and all claims, damages, demands, liabilities, costs and expense
178 arising out of or in any way relating to damage to the tangible property of COUNTY or
179 bodily injury, or death of any agent, employee, customer or business visitor of
180 COUNTY, to the extent caused by the negligence or willful misconduct of
181 CONTRACTOR, its officers, employees, subcontractors, agents or representatives
182 Indemnitors from this Agreement. With respect to any action or claim subject to
183 indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have
184 the right to use counsel of their own choice and shall have the right to adjust, settle, or
185 compromise any such action or claim without the prior consent of COUNTY; provided,
186 however, that any such adjustment, settlement or compromise places no liability on the
187 COUNTY without its express written approval.

188 10.2 CONTRACTOR'S obligation hereunder shall be satisfied when
189 CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving
190 COUNTY from any liability for the action or claim involved. The specified insurance
191 limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S
192 obligations to indemnify and hold harmless the Indemnitees herein from third party
193 claims.

194 10.3 In the event there is conflict between this Section 10 and California
195 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.

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196 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
197 Indemnitees to the fullest extent allowed by law.

198 **11.0 INSURANCE**

199 11.1 Without limiting or diminishing the CONTRACTOR'S obligation to
200 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or
201 cause to be maintained, at its sole cost and expense, the following insurance
202 coverage's during the term of this Agreement.

203 11.2 WORKERS' COMPENSATION

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

211 11.3 COMMERCIAL GENERAL LIABILITY

212 Commercial General Liability insurance coverage, including but not
213 limited to, premises liability, contractual liability, products and completed operations
214 liability, personal and advertising injury, and cross liability coverage, covering claims
215 which may arise from or out of CONTRACTOR'S performance of its obligations
216 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special
217 Districts, and Departments, their respective directors, officers, Board of Supervisors,

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218 employees, elected or appointed officials, agents or representatives as Additional
219 Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence
220 combined single limit, \$5,000,000.00 general aggregate.

221 11.4 VEHICLE LIABILITY

222 If vehicles or mobile equipment are used in the performance of the
223 obligations under this Agreement, then CONTRACTOR shall maintain liability insurance
224 for all owned, non-owned or hired vehicles so used in an amount not less than
225 \$1,000,000 per occurrence combined single limit. Policy shall name the County of
226 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
227 directors, officers, Board of Supervisors, employees, elected or appointed officials,
228 agents or representatives as Additional Insureds.

229 11.5 PROFESSIONAL LIABILITY

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

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240 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue
241 for a period of three (3) years beyond the termination of this Agreement.

242 **11.6 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 of
245 not less than A minus: 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.

249 B. CONTRACTOR shall cause CONTRACTOR'S insurance
250 carrier(s) to furnish the County of Riverside with a properly executed original
251 Certificate(s) of Insurance evidencing the required insurance. Further, said Certificate(s)
252 and policies of insurance shall contain the covenant of the insurance carrier(s) will
253 endeavor to provide thirty (30) days written notice to the County of Riverside prior to
254 cancellation or non-renewal of such insurance. **CONTRACTOR shall not commence**
255 **operations until the COUNTY has been furnished original Certificate(s) of**
256 **Insurance as required in this Section. An individual authorized by the insurance**
257 **carrier to do so on its behalf shall sign the Certificate of Insurance.**

258 C. It is understood and agreed to by the parties hereto that the
259 CONTRACTOR'S insurance shall be construed as primary insurance, and the
260 COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured
261 programs shall not be construed as contributory.

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

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

273 **12.0 Limitation of Liability**

274 12.1 LIMITATION ON DIRECT DAMAGES. With respect to all claims,
275 actions and causes of action arising out of, under or in connection with this Agreement,
276 regardless of the form of action, whether in contract or tort (including negligence, strict
277 liability or otherwise) and whether or not such damages are foreseen, CONTRACTOR'S
278 liability will not exceed, in the aggregate, the greater of (i) total amount actually paid to
279 CONTRACTOR by COUNTY for Services provided under this Agreement (excluding
280 amounts paid as reimbursement of expenses or taxes) during the twelve month period
281 immediately preceding the date that the first claim, action, or cause of action arose or (ii)
282 \$750,000.00.

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283 12.2 LIMITATION OF TYPE OF DAMAGES. With respect to all claims,
284 actions and causes of action arising out of, under or in connection with this Agreement and
285 all Task Orders (except for COUNTY'S obligations to make payments under this
286 Agreement), regardless of the form of action, whether in contract or tort (including
287 negligence, strict liability or otherwise) and whether or not such damages are foreseen,
288 neither PARTY will be liable for, any amounts for indirect, incidental, special,
289 consequential (including without limitation lost profits, lost revenue, or damages for the
290 loss of data) or punitive damages of the other PARTY or any third parties.

291 12.3 STATUTE OF LIMITATIONS. Neither PARTY may assert a claim
292 against the other PARTY more than two years after the date that such claim arose.

293 **13.0 AVAILABILITY OF FUNDING**

294 The COUNTY's obligation for payment of any amounts due under this
295 Agreement beyond the then-current fiscal year end is contingent upon the availability of
296 funding from which payment can be made. No legal liability on the part of the COUNTY
297 shall arise for payment beyond June 30 of the then-current calendar year unless funds
298 are made available for such performance. In the event that such funding is not
299 available, COUNTY shall promptly notify CONTRACTOR in writing of the date when
300 such funding will end. CONTRACTOR may terminate this Agreement without penalty or
301 further obligation or liability to COUNTY upon the date set forth in COUNTY's notice by
302 providing COUNTY with written notice.

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305 **14.0 RECORDS AND DOCUMENTS**

306 14.1 CONTRACTOR shall make available, upon written request by and
307 duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such
308 books, documents and records as are necessary to certify the nature and extent of the
309 costs of the services provided by CONTRACTOR. CONTRACTOR shall maintain
310 books and records for at least five (5) years after the furnishing of said Services.

311 14.2 CONTRACTOR shall provide COUNTY with reports and
312 information relative to this Agreement and in accordance with terms set forth herein, as
313 may be requested by COUNTY.

314 **15.0 MONITORING**

315 15.1 CONTRACTOR hereby agrees to establish procedures for self-
316 monitoring and shall permit an appropriate official of the COUNTY, State or Federal
317 government to monitor, access, or evaluate CONTRACTOR'S performance under this
318 Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

319 15.2 Inspection of CONTRACTOR's Service Centers. Upon reasonable
320 notice and at reasonable times (including any times during which assigned
321 CONTRACTOR personnel are scheduled to be contacting COUNTY's patients and/or
322 payors), CONTRACTOR will permit COUNTY to inspect its operations at the
323 CONTRACTOR's service center where the Services are being performed ("Service
324 Center"), subject to reasonable measures taken by CONTRACTOR to protect the
325 confidentiality of information in relation to its other customers.

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326 15.3 Inspection of Records. Upon reasonable notice, CONTRACTOR
327 will provide COUNTY with access to all records of CONTRACTOR relating to
328 COUNTY's receivables, including all paper records and records maintained on
329 CONTRACTOR's computer systems relating to contacts with COUNTY's patients and
330 payors.

331 15.4 Monitoring Onsite CONTRACTOR Personnel. With respect to
332 assigned CONTRACTOR personnel working at any facility owned, operated or
333 otherwise provided by COUNTY for use by the assigned CONTRACTOR personnel,
334 COUNTY shall have the right to monitor calls made on behalf of the COUNTY either in
335 person or through the use of COUNTY'S monitoring equipment.

336 15.5 Monitoring Service Center Operations. CONTRACTOR shall make
337 available to COUNTY access to CONTRACTOR's equipment to monitor calls being
338 made from the Service Center on behalf of COUNTY under this Agreement.
339 CONTRACTOR shall make such access available at such times as the assigned
340 CONTRACTOR personnel are contacting COUNTY's patients and payors.

341 **16.0 LICENSE**

342 16.1 CONTRACTOR shall, through the term of this Agreement, maintain
343 all licenses necessary for the provision of the services hereunder and required by the
344 laws and regulations of the United States, the State of California, County of Riverside,
345 and all other governmental agencies. CONTRACTOR shall notify COUNTY
346 immediately, in writing, of inability to obtain or maintain such license. Said inability shall
347 be cause for termination of this Agreement.

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348 16.2 CONTRACTOR shall ensure that CONTRACTOR'S employees,
349 agents, and subcontractors performing services under the terms of this Agreement are
350 in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to
351 notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of
352 CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such
353 license(s). Said inability shall be cause for termination of this Agreement.

354 16.3 COPY REQUIRED. A copy of each such license, permit, approval,
355 waiver, exemption, registration, accreditation, and certificate shall be provided to
356 COUNTY.

357 **17.0 NONDISCRIMINATION AND ELIGIBILITY**

358 17.1 The CONTRACTOR shall not discriminate in the provision of
359 Services, allocation of benefits, accommodation in facilities, or employment of
360 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
361 religion, national origin, sexual preference, sex, age (over 40), marital status, medical
362 attention, or physical or mental handicap, and shall comply with all other requirements
363 of law regarding non discrimination and affirmative action including those laws
364 pertaining to the prohibition of discrimination against qualified handicapped persons in
365 all programs or activities.

366 17.2 For the purpose of this Agreement, distinctions on the grounds of
367 race, religion, color, sex, national origin, age, or physical or mental handicap include but
368 at not limited to the following:

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

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

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

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

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

384 **18.0 CONFLICT OF INTEREST**

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

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391 **19.0 ALTERATION**

392 19.1 No alteration or variation of the terms of this Agreement shall be
393 valid unless made in writing and signed by the parties hereto, and no oral understanding
394 or agreement not incorporated herein, shall be binding on any of the parties hereto.

395 19.2 Only the County Board of Supervisors or County Purchasing Agent
396 may authorize the alteration or revision of this Agreement by COUNTY. The PARTIES
397 expressly recognize that COUNTY personnel are without authorization to either change
398 or waive any requirements of this Agreement.

399 **20.0 ASSIGNMENT**

400 CONTRACTOR may not delegate the obligations hereunder, either in
401 whole or in part, without prior written consent of COUNTY provided, however,
402 obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried
403 out by means of subcontracts. No subcontract shall terminate or alter the
404 responsibilities of the CONTRACTOR to COUNTY pursuant to this Agreement.
405 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
406 prior written consent of COUNTY. Any attempted assignment or delegation in
407 derogation of this paragraph shall be void.

408 **21.0 ADMINISTRATION**

409 The RCRMC Patient Accounts Officer, or designee, shall administer this
410 Agreement on behalf of the COUNTY. RCRMC Contracts Administration is to serve as
411 its liaison with CONTRACTOR in connection with this agreement.

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413 **22.0 WAIVER**

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

420 **23.0 JURISDICTION, VENUE, SEVERABILITY**

421 This Agreement and its construction and interpretation as to validity,
422 performance and breach shall be construed under the laws of the State of California.
423 Any legal action related to this Agreement shall be filed in the Federal or State Courts
424 located within the State of California. In the event any provision in this Agreement is
425 held by a court of competent jurisdiction to be invalid, void, or unenforceable, the
426 remaining provisions will nevertheless continue in full force without being impaired or
427 invalidated in any way.

428 **24.0 INDEPENDENT CONTRACTOR**

429 24.1 The CONTRACTOR is, for purposes arising out of this contract, an
430 independent contractor and shall not be deemed an employee of the COUNTY. It is
431 expressly understood and agreed that the CONTRACTOR shall in no event, as a result
432 of this contract, be entitled to any benefits to which COUNTY employees are entitled,
433 including but not limited to overtime, any retirement benefits, worker's compensation
434 benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds

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435 COUNTY harmless from any and all claims that may be made against COUNTY based
436 upon any contention by any third party that an employer-employee relationship exists by
437 reason of this Agreement.

438 24.2 It is further understood and agreed by the parties hereto that
439 CONTRACTOR in the performance of its obligation hereunder is subject to the control
440 or direction of COUNTY merely as to the result to be accomplished by the services
441 hereunder agreed to be rendered and performed and not as to the means and methods
442 for accomplishing the results.

443 **25.0 SUBCONTRACT FOR WORK OR SERVICES**

444 CONTRACTOR may subcontract for a portion of the Services to be
445 provided under any Task Order, provided that any such subcontract shall have
446 confidentiality obligations substantially similar to those contained in this Agreement.

447 **26.0 INTEREST OF CONTRACTOR**

448 The CONTRACTOR covenants that it presently has no interest, including
449 but not limited to, other projects or independent contracts, and shall not acquire any
450 such interest, direct or indirect, which would conflict in any manner or degree with the
451 performance of Services required to be performed under this Agreement.

452 **27.0 CONDUCT OF CONTRACTOR**

453 27.1 The CONTRACTOR agrees to inform the COUNTY of all the
454 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be
455 incompatible with any interest of the COUNTY.

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456 27.2 The CONTRACTOR shall not, under circumstances, which might
457 reasonably be interpreted as an attempt to influence the recipient in the conduct of his
458 duties, accept any gratuity or special favor from individuals or organizations with whom
459 the CONTRACTOR is doing business or proposing to do business, in accomplishing the
460 work under the contract.

461 27.3 The CONTRACTOR shall not use for personal gain or make other
462 improper use of privileged information, which is acquired in connection with his contract.
463 In this connection, the term 'privileged information' includes, but is not limited to,
464 unpublished information relating to technological and scientific development; medical,
465 personnel, or security records of the individuals; anticipated materials requirements or
466 pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in
467 advance of official announcement.

468 27.4 The CONTRACTOR or employees thereof shall not offer gifts,
469 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

470 **28.0 RIGHT TO ACQUIRE OR PROVIDE EQUIPMENT AND SERVICES**

471 Except for those Accounts assigned to CONTRACTOR in accordance with
472 Exhibit A, nothing in this Agreement shall prohibit the COUNTY from acquiring the same
473 type or equivalent equipment and/or service from other sources, when deemed by the
474 COUNTY to be in its best interest. Nothing in this Agreement shall prohibit the
475 CONTRACTOR from providing the same or equivalent Services to other sources, when
476 deemed by the CONTRACTOR to be in its best interest.

477 //

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478 **29.0 FORCE MAJEURE**

479 29.1 In the event CONTRACTOR is unable to comply with any provision
480 of this Agreement due to causes beyond their control such as acts of God, acts of war,
481 civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY
482 for such failure to comply.

483 29.2 In the event COUNTY is unable to comply with any provision of this
484 Agreement due to causes beyond its control relating to acts of God, acts of war, civil
485 disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for
486 such failure to comply.

487 **30.0 EDD REPORTING REQUIREMENTS**

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

494 It is expressly understood that this data will be transmitted to
495 governmental agencies charged with the establishment and enforcement of child
496 support orders and for no other purposes and will be held confidential by those
497 agencies. Failure of the CONTRACTOR to timely submit the data and/or certificates
498 required may result in contract being awarded to another vendor. In the event a
499 contract has been issued, failure of the CONTRACTOR to comply with all federal and

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500 state reporting requirements for child support enforcement or to comply with all lawfully
501 served Wage and Earnings Assignments Orders and Notices of Assignment shall
502 constitute a material breach of contract. Failure to cure such breach within 60 calendar
503 days of notice from the COUNTY shall constitute grounds for termination of the contract.

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

509 **31.0 ENTIRE AGREEMENT**

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

516 **32.0 CAPTIONS AND PARAGRAPH HEADINGS**

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

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521 //

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A. CONTRACTOR PERFORMANCE PROVISION

CONTRACTOR shall perform the Services, as outlined below in conjunction with the terms and conditions set forth in this Agreement:

1.0 As of the Effective Date, CONTRACTOR shall provide resources to perform recovery efforts consisting of the Services described in Section 2 below. Commencing thirty (30) days following the Effective Date, CONTRACTOR shall provide resources to perform the recovery efforts for the Services described in Section 3 below.

2.0 Third Party Recovery Services.

CONTRACTOR will provide personnel to contact, request, and/or review a payer's files to obtain the status of an unpaid claim and follow procedures authorized by COUNTY to assist the payer in processing and adjudicating the claim ("Third Party Recovery Services"). COUNTY will assign the following categories of accounts to CONTRACTOR:

2.1(a) Initial Assignment of Third Party Recovery Services: On the Effective Date, COUNTY will assign to CONTRACTOR inpatient and outpatient third-party accounts with balances greater than seven hundred fifty dollars (\$750.00), and aged between one hundred eighty (180) days and seven hundred twenty (720) days following discharge date or service date, excluding Pending Medical, Self Pay, Charity, Agency, Worker's Compensation, and TPL.

2.1(b) Continued Assignment of Accounts Greater Than \$750.00. After the initial assignment described in 2.1(a) above, and continuously

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throughout the Period of Performance, COUNTY shall assign to CONTRACTOR inpatient and outpatient third-party accounts with balances greater than seven hundred fifty dollars (\$750.00) at maximum of one hundred eighty (180) days following discharge date or service date, excluding Pending Medi-Cal, Self Pay, Charity, Agency, Worker's Compensation, and TPL.

3.0 Patient Balance Recovery Services

CONTRACTOR will provide personnel to attempt to contact the patient and request outstanding balances due COUNTY for Self-Pay Encounters that are the direct obligation of a patient,, including, without limitation, any liability arising under co-payment programs, self-insurance, denial of coverage or non-participation by the COUNTY in the patient's insurance coverage ("Patient Balance Recovery Services"). CONTRACTOR shall follow procedures authorized by COUNTY with regards to collection of patient balances. The COUNTY will assign the following payer category for Patient Balance Services:

- 3.1 Continued Assignment of Accounts Greater Than \$20.00. COUNTY shall assign to CONTRACTOR inpatient and outpatient Self-Pay Encounters with balances greater than twenty dollars (\$20.00) at a maximum of one hundred twenty (120) days following discharge date or service date, excluding Pending Medi-Cal and Charity accounts.
- 3.2 If CONTRACTOR identifies third-party insurance in assigned Self-Pay Encounter balances, CONTRACTOR will bill and follow

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through with the Third Party Recovery Services, regardless of account balance and aging.

4.0 For all Accounts that are placed with CONTRACTOR, COUNTY warrants that any Accounts placed with CONTRACTOR have not been previously placed, or worked by other outside organizations. Notwithstanding the above, COUNTY may assign Accounts that have been screened for Medi-Cal eligibility by an outside organizations.

5.0 CONTRACTOR shall not be liable to COUNTY for the inability to collect on any Account.

6.0 Regardless of the responsibility or authority given to the CONTRACTOR, the COUNTY shall retain complete and final control over all accounts and cases referred to the CONTRACTOR.

7.0 **Right to Audit:** CONTRACTOR shall maintain accurate books and records of its collection activities on each Account, which shall be subject to periodic audits by COUNTY. The records shall include, but not limited to, the original delinquent balance and additional charges such as collection charges, commission, court costs and attorney fees. COUNTY may examine and copy all CONTRACTOR records of accounts assigned by COUNTY.

8.0 **Account Review/Documentation:**

8.1 CONTRACTOR shall review each Account and take appropriate action to attempt collection on each Account. This review and action will be documented by CONTRACTOR and the documentation will be available upon request for inspection by

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COUNTY. CONTRACTOR may (i) utilize electronically-generated account notes; or (ii) manually enter account notes into the COUNTY'S information system through direct access on a timely basis. Documentation shall include, but not be limited to phone contacts, forms mailed for completion, and dates of account billing, submissions, and settlement of Accounts.

9.0 Communication: CONTRACTOR's assigned staff shall not directly contact any hospital department to request information or documents. All information and document requests shall be submitted to the assigned Designee in the Patient Accounts Department. COUNTY will provide to CONTRACTOR requested information within a timely manner and notify CONTRACTOR when information is available for pickup.

10.0 Compromise and Settlement:

10.1 CONTRACTOR shall not, without prior written consent from COUNTY, compromise or settle any Account outside of the established settlement policy and procedure. CONTRACTOR shall notify COUNTY's Patient Accounts Officer (or their designee as specified in writing) to mutually ascertain an acceptable settlement amount when a proposed settlement is an exception to the settlement policy. Upon notification from COUNTY, CONTRACTOR will notify applicable payor of settlement offer on an as-needed basis.

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10.2 CONTRACTOR shall notify COUNTY in the event any patient, Account guarantor, or third-party payer indicates that the debt is not owed because of prior payment, or will not be paid because of alleged fraud, malpractice, negligence or any other reason which may result in a counter-claim against COUNTY or any of its entities or employees. COUNTY shall be responsible for taking the appropriate action in regards to the patient, Account guarantor or third-party payer and CONTRACTOR shall have no further responsibility with respect to the affected Account until directed by COUNTY.

11.0 Return of Accounts to COUNTY: CONTRACTOR shall return to COUNTY, without assessment of any commission, charge or penalty, individual Accounts assigned to CONTRACTOR when any of the following circumstances occur:

11.1 An Account was erroneously assigned that is pending Medi-Cal eligibility.

11.2 Payment of total charges on the Account is made to COUNTY prior to the referral of the Account to CONTRACTOR.

11.3 The patient or party responsible for payment on the Account cannot be located or refuses to cooperate with CONTRACTOR.

11.4 Should an Account require an administrative adjustment in order to resolve, the CONTRACTOR will note with the appropriate

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documentation/clarification for the adjustment and will be placed in the Account notes prior to returning the Account to the COUNTY.

12.0 **Reports:** CONTRACTOR shall prepare and submit to COUNTY the following reports:

12.1 Acknowledgement Report – The Acknowledgement report shall include, date of referral, date of service, patient’s name, patient’s account number and balance referred and shall be submitted weekly.

12.2 Closed Accounts Report – The Closed Accounts Reports shall include, date of referral, date of service, patient’s name, patient’s account number, account balance and the reason account was closed (e.g., payment, skip, adjustment), and shall be submitted monthly.

12.3 Remittance Report – The Remittance Report shall include, date of referral, date of service, patient’s name, patient’s account number, amount collected by CONTRACTOR and/or COUNTY. This report will detail the payment by type (e.g., interest, payments) resulting from any collection activities and the remaining balance to be collected provided that COUNTY provides this level of payment detail electronically to the CONTRACTOR. This report will include a line-by-line calculation of the commission received, or payable, aggregating in a total received by or due to CONTRACTOR. This report will be completed monthly on a month-to-date basis.

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Summary level remittance reports will be provided on a year-to-date and life-to-date basis monthly.

- 12.4 Account Inventory Report – No later than fifteen (15) days after the end of each month, CONTRACTOR shall prepare an account status report of all Accounts currently assigned to CONTRACTOR. This report will be separated in two different categories: (1) by patient name and account number; and (2) by type of account category (i.e., payer source). The report shall include date of referral, date of service, patient's name, patient's account number, balance referred, amount paid, balance outstanding and the status of the Account with date of last activity.

B. CONTRACTOR ASSIGNED PERSONNEL/STAFF REQUIREMENTS

- 1.0** CONTRACTOR shall assign a minimum of two (2) on site staff during regular business hours from 8:00 A.M. through 5:00 P.M. (Monday through Friday), excluding holidays observed by COUNTY. In addition, CONTRACTOR will provide the appropriate number of offsite resources, as CONTRACTOR deems necessary, to perform the Services.
- 2.0** CONTRACTOR shall provide a minimum of one (1) English/Spanish bilingual employee working each day.
- 3.0** CONTRACTOR covenants to COUNTY that each of the CONTRACTOR's personnel assigned to provide Services on site at any COUNTY facility shall have passed the CONTRACTOR's pre-employment background investigation and drug screening. .

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- 4.0** Upon request CONTRACTOR shall provide COUNTY with resumes of Contractor's assigned staff working on site, which will include a job description and licensure and/or certifications.
- 5.0** CONTRACTOR covenants that assigned staff working on site shall have passed an annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Pertussis, Trivalent Polio, Hepatitis B, and a general physical examination clearance. All records pertaining to this shall be kept on file in CONTRACTOR's office.
- 6.0** CONTRACTOR's assigned staff shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- 7.0** CONTRACTOR's assigned staff must possess and wear a photographic identification card supplied by CONTRACTOR.
- 8.0** CONTRACTOR shall adhere to all Riverside County Regional Medical Center (RCRMC) policies that are provided to CONTRACTOR and are applicable to the Services.
- 9.0** If COUNTY has reasonable suspicion to believe a CONTRACTOR's assigned staff is in violation of being under the influence of alcohol or drugs while on duty, COUNTY reserves the right to request CONTRACTOR, to immediately remove such personnel from the COUNTY's premises immediately.

**CONTINGENCY FEE SCHEDULE
DELL MARKETING L.P.**

1. The contingency fees below are for the Services described in **Exhibit A**.

<i>SERVICES</i>	<i>CONTINGENCY FEE</i>
<i>Third Party Recovery Services</i>	12.97%
<i>Patient Balance Recovery Services</i>	12.97%

2. On or about the first of each month, CONTRACTOR will deliver an invoice to COUNTY for the applicable contingency fee on all payments or remittances posted by COUNTY on assigned Accounts during the prior month. The contingency fee is due and payable by COUNTY on all such payments or remittances posted by COUNTY commencing on the Effective Date and continuing until the earlier of the following to occur:

- (i) the last day of the Period of Performance described in Section 5.0; or
- (ii) the date of early termination in accordance with Section 8.

HIPAA BUSINESS ASSOCIATE AGREEMENT
Between the County of Riverside and
DELL MARKETING L.P.

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 **DELL MARKETING L.P.** ("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.

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- 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:
- (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.

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- 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.
3. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI and/or ePHI.
 - D. County shall not request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of CONTRACTOR. In connection with its use of PHI and/or ePHI disclosed by County to CONTRACTOR, CONTRACTOR agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum. Notwithstanding the foregoing, when CONTRACTOR is present at a facility of County or its affiliates or is accessing or utilizing equipment, software, tools, network components or other information technology owned, leased or licensed by County or its affiliates, CONTRACTOR will comply with County's standard safeguards to prevent the use or disclosure of PHI applicable to such County facility or such County

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Between the County of Riverside and
DELL MARKETING L.P.

system, provided County has given CONTRACTOR prior notice of such safeguards in writing or in the same manner as County provides notice of such safeguards to its own employees and other contractors. Except as otherwise described above or expressly provided in the Underlying Agreement, CONTRACTOR is not responsible for implementing safeguards with respect to the facilities of County or its affiliates or County systems.

- C. To the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which CONTRACTOR becomes aware.
 - E. Require sub-contractors or agents to whom CONTRACTOR provides PHI and/or ePHI to agree to the restrictions and conditions that are substantially similar in all material respects to the restrictions and conditions that apply to CONTRACTOR pursuant to this Addendum.
 - 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. Notwithstanding the foregoing, when CONTRACTOR is present at a facility of County or its affiliates or is accessing or utilizing equipment, software, tools, network components or other information technology owned, leased or licensed by County or its affiliates, CONTRACTOR will comply with County's standard administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic PHI applicable to such County facility or such County System, provided County has given CONTRACTOR prior notice of such safeguards in writing or in the same manner as County provides notice of such safeguards to its own employees and other contractors. Except as otherwise described above or expressly provided in the Underlying Agreement, CONTRACTOR is not responsible for implementing safeguards with respect to the facilities of County or its affiliates or County systems.
 - 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.

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- 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.
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. Subject to Section 4.F above, 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

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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 that CONTRACTOR has breached a material provision of this Addendum. Alternatively, County may choose to provide CONTRACTOR with notice of the existence of an alleged material breach and afford CONTRACTOR with an opportunity to cure the alleged material breach. In the event CONTRACTOR fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, CONTRACTOR shall return or destroy all PHI and/or ePHI received from the County, or created or received by CONTRACTOR on behalf of County, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible – in the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as CONTRACTOR maintains such PHI and/or ePHI.

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8. Hold Harmless/Indemnification

CONTRACTOR (the “**Indemnifying Party**”) shall, at its expense, defend the COUNTY and its officers, directors and employees (the “**Indemnified Parties**”) from all third party claims brought against one or more of the Indemnified Parties arising from or connected with the breach of the CONTRACTOR’s obligations set forth in this Addendum by the CONTRACTOR, its Affiliates or their respective employees, subcontractors, agents and representatives. In addition, CONTRACTOR shall indemnify and hold harmless the Indemnified Parties from and against (a) any financial judgments finally awarded by a court of competent jurisdiction to such third parties against any Indemnified Party based on such claims after CONTRACTOR has presented its defenses (or after CONTRACTOR elected not to, or failed to, defend such claims); (b) any final financial penalties assessed against any Indemnified Party by a duly authorized regulatory authority based on such claims after CONTRACTOR has presented any defenses allowed by applicable law (or after the CONTRACTOR elected not to, or failed to, present such defenses); and (c) any financial settlement amount to which the Indemnifying Parties agrees in writing (or to which the applicable Indemnified Parties agreed after the Indemnifying Party elected not to, or failed to, defend such claims). The foregoing indemnification obligations are subject to the Indemnified Parties giving CONTRACTOR: (1) prompt written notice of any such claims; failure or delay to so notify CONTRACTOR shall not relieve CONTRACTOR from any liability hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (2) reasonable assistance in defending the claim; and (3) sole authority to defend or settle such claim.

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.

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.

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DELL MARKETING L.P.

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.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
NCO FINANCIAL SYSTEMS, INC.**

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

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

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

10 NOW THEREFORE, in consideration of the mutual promises, covenants
11 and conditions hereinafter contained the PARTIES hereto mutually agree as provided
12 on pages 1 through 42, attached hereto and incorporated herein.

13 **1.0 HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

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23 **2.0 ABBREVIATIONS / DEFINITIONS**

24 2.1 "CONTRACTOR" shall mean any employee, agent or
25 representative of the contract company used in conjunction with the performance of the
26 contract.

27 2.2 "COUNTY" shall refer to the County of Riverside and its Riverside
28 County Regional Medical Center (RCRMC), which has administrative responsibility for
29 this Agreement. RCRMC and COUNTY are used interchangeably.

30 2.3 "CCS" shall mean California Children's Services.

31 2.4 "DED" shall mean Disability Evaluation Division.

32 2.5 "FFS" shall mean Fee for Service(s).

33 2.6 "Fiscal Year Activity" is defined as those accounts that are worked
34 in a designated Fiscal Year. County and RCRMC fiscal year encompasses the months
35 (July 1 through June 30). The Fiscal Year may include dates of services outside that
36 current year; however activity for the encounter should be performed in the designated
37 fiscal year.

38 2.7 "HMO" shall mean Health Maintenance Organization.

39 2.8 "PPO" shall mean Preferred Provider Organization.

40 2.9 "Straight Self-Pay and/or Self-Pay Encounter" shall be defined as
41 an encounter(s) that have completed all screening processes and the recipient is not
42 eligible for any other funded program.

43 2.10 "TAR" shall mean Treatment Authorization Request.

44 2.11 "TPL" shall mean Third-Party Liability.

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45 **3.0 DESCRIPTION OF SERVICES**

46 CONTRACTOR shall provide all services as outlined and specified in
47 **Exhibit A**, Scope of Services, consisting of 9 pages at the percentage rate stated in
48 **Exhibit B**, Contingency Fee Schedule, consisting of 1 page.

49 **4.0 COUNTY RESPONSIBILITIES**

50 4.1 COUNTY will, on a monthly basis, determine, designate and assign
51 appropriate accounts to CONTRACTOR.

52 4.2 COUNTY will process Indigent and Charity Care applications,
53 unless specifically approved for CONTRACTOR assignment by RCRMC management.
54 COUNTY may in its discretion refer COUNTY accounts to CONTRACTOR. The
55 number of referred accounts and their dollar amount shall be at COUNTY's sole
56 discretion.

57 4.3 COUNTY will make accessible to CONTRACTOR documentation
58 and pertinent information in its possession relevant to the accounts it refers to
59 CONTRACTOR, including but not limited to business records and medical records. For
60 the purposes of identifying third-party liability insurance carriers, COUNTY will make
61 accessible to CONTRACTOR copies of subpoenas, subpoena logs, request for medical
62 records and letters related to potential third-party liability but unrelated to any case in
63 which COUNTY is named as an adverse party or may be named as an adverse party.
64 Information not originally provided may be furnished by COUNTY, if available, upon
65 written request by the CONTRACTOR. COUNTY agrees to make available evidentiary
66 matter in support of any account requiring legal process; but the providing of any

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67 specific documents with respect to individual accounts is in the sole discretion of
68 COUNTY and is further subject to applicable laws.

69 4.3 COUNTY shall provide CONTRACTOR's assigned staff with a
70 space allocation in Patient Accounts Department and access to the COUNTY's
71 Information System to perform services under this Agreement.

72 **5.0 PERIOD OF PERFORMANCE**

73 This Agreement shall begin on the Effective Date of final execution and
74 continue in effect through June 30, 2011, with the option to renew through the County's
75 annual amendment process for four-(4) additional fiscal years in one-year increments,
76 unless terminated as specified in Section 8.0 Termination.

77 **6.0 COMPENSATION**

78 6.1 The COUNTY shall pay the CONTRACTOR for services performed
79 and expenses incurred in accordance with the terms of **Exhibit B**, Contingency Fee
80 Schedule.

81 6.2 Maximum payments by COUNTY to all CONTRACTORS shall not
82 exceed the aggregate amount of one million six hundred thousand dollars (\$1,600,000)
83 annually.

84 6.3 COUNTY shall pay to CONTRACTOR a contingency fee based
85 only upon the money collected by CONTRACTOR on accounts COUNTY has referred
86 to CONTRACTOR. CONTRACTOR shall not receive any fee for monies collected by
87 COUNTY or CONTRACTOR which did not result from the efforts of CONTRACTOR. All
88 fees paid to or received by CONTRACTOR with regard to accounts COUNTY and

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89 CONTRACTOR have agreed to resolve with patients or their agents are considered to
90 be interim payments only; and fees paid to or received by CONTRACTOR shall not be
91 considered final until five (5) years following receipt of payments.

92 6.4 All checks received by CONTRACTOR for accounts billed by
93 CONTRACTOR shall be forwarded to the COUNTY within thirty (30) days of receipt of
94 the check. If a payment is made directly to COUNTY rather than to CONTRACTOR,
95 then COUNTY shall remit the applicable fee to CONTRACTOR within thirty (30) days
96 upon receipt of the CONTRACTOR invoice. Any disputed fees shall be resolved within
97 a reasonable time through mutual consultation between COUNTY and CONTRACTOR.

98 6.5 COUNTY agrees to report to CONTRACTOR in writing within thirty
99 (30) days all payments and communications received directly by COUNTY from any
100 source relating to accounts referred to CONTRACTOR.

101 6.6 The COUNTY is not responsible for any fees or costs incurred
102 above or beyond the contracted amount and shall have no obligation to purchase any
103 specified amount of services or products. Unless otherwise specifically stated in
104 **Exhibit B**, COUNTY shall not be responsible for payment of any of CONTRACTOR's
105 expenses related to this Agreement.

106 6.7 No price increases will be permitted during the first fiscal year of
107 this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices
108 to another governmental entity) will automatically be extended to the COUNTY. The
109 COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any
110 approved price adjustment. After the first year of the award, a minimum of 30-days

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111 advance notice in writing is required to be considered and approved by COUNTY. No
112 retroactive price adjustments will be considered. Any price increases must be stated in
113 a written amendment to this Agreement.

114 6.8 Said compensation shall be paid in accordance with an invoice
115 submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within
116 thirty (30) working days of receipt of the invoice. In accordance with California
117 Government Code Section 926.10, COUNTY is not allowed to pay excess interest and
118 late charges.

119 6.9 All invoices submitted by CONTRACTOR shall be addressed to,
120 Riverside County Regional Medical Center, Attention: Accounts Payable, 26520 Cactus
121 Avenue, Moreno Valley, CA. 92555.

122 **7.0 ASSURANCES**

123 7.1 CONTRACTOR hereby agrees that, where applicable, services
124 provided hereunder will be performed in harmony with COUNTY policy and procedure.

125 7.2 CONTRACTOR warrants that it is, and will remain, in compliance
126 with all State and Federal laws and the standards of the Joint Commission.

127 7.3 CONTRACTOR certifies that it is aware of the Occupational Safety
128 and Health Administration (OSHA) regulations of the U.S. Department of Labor, the
129 derivative Cal/OSHA standards and laws and regulations relating thereto, and shall
130 comply therewith as to all relative elements under this Agreement.

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**PROFESSIONAL SERVICES AGREEMENT
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133 **8.0 TERMINATION**

134 8.1 COUNTY may terminate this Agreement without cause upon 30
135 days written notice served upon the CONTRACTOR stating the extent and effective
136 date of termination.

137 8.2 COUNTY may, upon five (5) days written notice, terminate this
138 Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply
139 with the terms of this Agreement or fails to make progress so as to endanger
140 performance and does not immediately cure such failure. In the event of such
141 termination, the COUNTY may proceed with the work in any manner deemed proper by
142 COUNTY.

143 8.3 After receipt of the notice of termination, CONTRACTOR shall: (a)
144 Stop all work under this Agreement on the date specified in the notice of termination;
145 and (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any
146 materials, reports or other products which, if the Agreement had been completed or
147 continued, would have been required to be furnished to COUNTY.

148 8.4 After termination, COUNTY shall make payment only for
149 CONTRACTOR's performance up to the date of termination in accordance with this
150 Agreement and at the percentage rates set forth in **Exhibit B**.

151 8.5 CONTRACTOR's rights under this Agreement shall terminate
152 (except for fees accrued prior to the date of termination) upon dishonesty or a willful or
153 material breach of this Agreement by CONTRACTOR; or in the event of
154 CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the

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

157 8.6 The rights and remedies of COUNTY provided in this section shall
158 not be exclusive and are in addition to any other rights and remedies provided by law or
159 this Agreement.

160 **9.0 CONFIDENTIALITY**

161 9.1 CONTRACTOR agrees to protect from unauthorized disclosure of
162 names and other identifying information concerning either persons receiving services
163 under this Agreement or persons whose names or other identifying information
164 becomes known to CONTRACTOR as a result of services performed under this
165 Agreement, except statistical information not identifying any such person.

166 9.2 CONTRACTOR shall not disclose, except as otherwise specifically
167 permitted by this Agreement or authorized by the client or client's representative, any
168 such identifying information to anyone other than authorized COUNTY personnel
169 without prior written authorization from the COUNTY.

170 9.3 For the purpose of this paragraph, "identify" shall include, but not
171 limited to, name, identifying number, symbol, or other identifying particular assigned to
172 the individual, such as finger or voiceprint or photograph.

173 **10.0 HOLD HARMLESS/INDEMNIFICATION**

174 10.1 CONTRACTOR shall indemnify and hold harmless the County of
175 Riverside, its Agencies, Districts, Special Districts and Departments, their respective
176 directors, officers, Board of Supervisors, elected and appointed officials, employees,

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

193 10.2 CONTRACTOR'S obligation hereunder shall be satisfied when
194 CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving
195 COUNTY from any liability for the action or claim involved. The specified insurance
196 limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S
197 obligations to indemnify and hold harmless the Indemnitees herein from third party
198 claims.

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199 10.3 In the event there is conflict between this clause and California Civil
200 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
201 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
202 Indemnitees to the fullest extent allowed by law.

203 **11.0 INSURANCE**

204 11.1 Without limiting or diminishing the CONTRACTOR'S obligation to
205 indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or
206 cause to be maintained, at its sole cost and expense, the following insurance
207 coverage's during the term of this Agreement.

208 11.2 WORKERS' COMPENSATION

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

216 11.3 COMMERCIAL GENERAL LIABILITY

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

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

227 **11.4 VEHICLE LIABILITY**

228 If vehicles or mobile equipment are used in the performance of the
229 obligations under this Agreement, then CONTRACTOR shall maintain liability insurance
230 for all owned, non-owned or hired vehicles so used in an amount not less than
231 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
232 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
233 times the occurrence limit. Policy shall name the County of Riverside, its Agencies,
234 Districts, Special Districts, and Departments, their respective directors, officers, Board
235 of Supervisors, employees, elected or appointed officials, agents or representatives as
236 Additional Insureds.

237 **11.5 PROFESSIONAL LIABILITY**

238 CONTRACTOR shall maintain Professional Liability Insurance
239 providing coverage for the CONTRACTOR's performance of work included within this
240 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
241 **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is
242 written on a claims made basis rather than an occurrence basis, such insurance shall

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243 continue through the term of this Agreement and CONTRACTOR shall purchase at his
244 sole expense either 1) an Extended Reporting Endorsement (also known as Tail
245 Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to
246 the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
247 Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with
248 the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue
249 for a period of five (5) years beyond the termination of this Agreement.

250 **11.6 GENERAL INSURANCE PROVISIONS - ALL LINES**

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

257 B. The CONTRACTOR'S insurance carrier(s) must declare its
258 insurance deductibles or self-insured retentions. If such deductibles or self-insured
259 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall
260 have the prior written consent of the County Risk Manager before the commencement
261 of operations under this Agreement. Upon notification of deductibles or self insured
262 retention's unacceptable to the COUNTY, and at the election of the Country's Risk
263 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such
264 deductibles or self-insured retention's as respects this Agreement with the COUNTY, or

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265 2) procure a bond which guarantees payment of losses and related investigations,
266 claims administration, and defense costs and expenses.

267 C. CONTRACTOR shall cause CONTRACTOR'S insurance
268 carrier(s) to furnish the County of Riverside with either 1) a properly executed original
269 Certificate(s) of Insurance and certified original copies of Endorsements effecting
270 coverage as required herein, or 2) if requested to do so orally or in writing by the County
271 Risk Manager, provide original Certified copies of policies including all Endorsements
272 and all attachments thereto, showing such insurance is in full force and effect. Further,
273 said Certificate(s) and policies of insurance shall contain the covenant of the insurance
274 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
275 prior to any material modification, cancellation, expiration or reduction in coverage of
276 such insurance. In the event of a material modification, cancellation, expiration, or
277 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
278 Riverside receives, prior to such effective date, another properly executed original
279 Certificate of Insurance and original copies of endorsements or certified original policies,
280 including all endorsements and attachments thereto evidencing coverage's set forth
281 herein and the insurance required herein is in full force and effect. **CONTRACTOR**
282 ***shall not commence operations until the COUNTY has been furnished original***
283 ***Certificate (s) of Insurance and certified original copies of endorsements or***
284 ***policies of insurance including all endorsements and any and all other***
285 ***attachments as required in this Section. An individual authorized by the***

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286 ***insurance carrier to do so on its behalf shall sign the original endorsements for***
287 ***each policy and the Certificate of Insurance.***

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

292 E. 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 will
295 add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the
296 term of this Agreement, including any extensions thereof, exceeds five (5) years the
297 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 F. CONTRACTOR shall pass down the insurance obligations
302 contained herein to all tiers of subcontractors working under this Agreement.

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

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

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308 **12.0 AVAILABILITY OF FUNDING**

309 The COUNTY obligation for payment of any contract beyond the current
310 fiscal year end is contingent upon the availability of funding from which payment can be
311 made. No legal liability on the part of the COUNTY shall arise for payment beyond June
312 30 of the calendar year unless funds are made available for such performance.

313 **13.0 RECORDS AND DOCUMENTS**

314 13.1 CONTRACTOR shall make available, upon written request by and
315 duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such
316 books, documents and records as are necessary to certify the nature and extent of the
317 costs of the services provided by CONTRACTOR. All such, CONTRACTOR shall
318 maintain books and records for at least five (5) years after the furnishing of said
319 services.

320 13.2 CONTRACTOR to provide COUNTY with reports and information
321 relative to this Agreement and in accordance with terms set forth herein, as may be
322 requested by COUNTY.

323 **14.0 MONITORING**

324 14.1 CONTRACTOR hereby agrees to establish procedures for self-
325 monitoring and shall permit an appropriate official of the COUNTY, State or Federal
326 government to monitor, access, or evaluate CONTRACTOR'S performance under this
327 Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

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330 **15.0 LICENSE**

331 15.1 CONTRACTOR shall, through the term of this Agreement, maintain
332 all licenses necessary for the provision of the services hereunder and required by the
333 laws and regulations of the United States, the State of California, County of Riverside,
334 and all other governmental agencies. CONTRACTOR shall notify COUNTY
335 immediately, in writing, of inability to obtain or maintain such license. Said inability shall
336 be cause for termination of this Agreement.

337 15.2 CONTRACTOR shall ensure that CONTRACTOR'S employees,
338 agents, and subcontractors performing services under the terms of this Agreement are
339 in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to
340 notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of
341 CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such
342 license(s). Said inability shall be cause for termination of this Agreement.

343 15.3 COPY REQUIRED. A copy of each such license, permit, approval,
344 waiver, exemption, registration, accreditation, and certificate shall be provided to
345 Contracts Administration.

346 15.4 Further, CONTRACTOR hereby agrees to abide by the standards
347 of medical practice of the profession when performing services hereunder.

348 **16.0 NONDISCRIMINATION AND ELIGIBILITY**

349 16.1 The CONTRACTOR shall not discriminate in the provision of
350 services, allocation of benefits, accommodation in facilities, or employment of
351 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,

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352 religion, national origin, sexual preference, sex, age (over 40), marital status, medical
353 attention, or physical or mental handicap, and shall comply with all other requirements
354 of law regarding non discrimination and affirmative action including those laws
355 pertaining to the prohibition of discrimination against qualified handicapped persons in
356 all programs or activities.

357 16.2 For the purpose of this Agreement, distinctions on the grounds of
358 race, religion, color, sex, national origin, age, or physical or mental handicap include but
359 at not limited to the following:

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

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

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

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

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

375 **17.0 CONFLICT OF INTEREST**

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

379 **18.0 ALTERATION**

380 18.1 No alteration or variation of the terms of this Agreement shall be
381 valid unless made in writing and signed by the parties hereto, and no oral understanding
382 or agreement not incorporated herein, shall be binding on any of the parties hereto.

383 18.2 Only the County Board of Supervisors or County Purchasing Agent
384 may authorize the alteration or revision of this Agreement. The parties expressly
385 recognize that COUNTY personnel are without authorization to either change or waive
386 any requirements of this Agreement.

387 **19.0 ASSIGNMENT**

388 CONTRACTOR may not delegate the obligations hereunder, either in
389 whole or in part, without prior written consent of COUNTY provided, however,
390 obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried
391 out by means of subcontracts if approved by COUNTY. No subcontract shall terminate
392 or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to this
393 Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in

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394 part, without prior written consent of COUNTY. Any attempted assignment or
395 delegation in derogation of this paragraph shall be void. A change in the business
396 structure of CONTRACTOR, including but not limited to, change in the majority
397 ownership, change in the form of CONTRACTOR'S business organization,
398 management of CONTRACTOR, CONTRACTOR'S ownership of other business
399 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by
400 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

401 **20.0 ADMINISTRATION**

402 The RCRMC Patient Accounts Officer, or designee, shall administer this
403 Agreement on behalf of the COUNTY. RCRMC Contracts Administration is to serve as
404 its liaison with CONTRACTOR in connection with this agreement.

405 **21.0 WAIVER**

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

412 **22.0 JURISDICTION, VENUE, SEVERABILITY**

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

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

420 **23.0 INDEPENDENT CONTRACTOR**

421 23.1 The CONTRACTOR is, for purposes arising out of this contract, an
422 independent contractor and shall not be deemed an employee of the COUNTY. It is
423 expressly understood and agreed that the CONTRACTOR shall in no event, as a result
424 of this contract, be entitled to any benefits to which COUNTY employees are entitled,
425 including but not limited to overtime, any retirement benefits, worker's compensation
426 benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds
427 COUNTY harmless from any and all claims that may be made against COUNTY based
428 upon any contention by any third party that an employer-employee relationship exists by
429 reason of this agreement.

430 23.2 It is further understood and agreed by the parties hereto that
431 CONTRACTOR in the performance of its obligation hereunder is subject to the control
432 or direction of COUNTY merely as to the result to be accomplished by the services
433 hereunder agreed to be rendered and performed and not as to the means and methods
434 for accomplishing the results.

435 **24.0 SUBCONTRACT FOR WORK OR SERVICES**

436 No contract shall be made by the CONTRACTOR with any party for
437 furnishing any of the work or services herein contained without the prior written approval

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438 of the COUNTY Contract Administrator but this provision shall not require the approval
439 of contracts of employment between the CONTRACTOR and personnel assigned for
440 services there under, or for parties named in the proposal and agreed to under any
441 resulting contract.

442 **25.0 INTEREST OF CONTRACTOR**

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

449 **26.0 CONDUCT OF CONTRACTOR**

450 26.1 The CONTRACTOR agrees to inform the COUNTY of all the
451 CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be
452 incompatible with any interest of the COUNTY.

453 26.2 The CONTRACTOR shall not, under circumstances, which might
454 reasonably be interpreted as an attempt to influence the recipient in the conduct of his
455 duties, accept any gratuity or special favor from individuals or organizations with whom
456 the CONTRACTOR is doing business or proposing to do business, in accomplishing the
457 work under the contract.

458 26.3 The CONTRACTOR shall not use for personal gain or make other
459 improper use of privileged information, which is acquired in connection with his contract.

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460 In this connection, the term 'privileged information' includes, but is not limited to,
461 unpublished information relating to technological and scientific development; medical,
462 personnel, or security records of the individuals; anticipated materials requirements or
463 pricing actions; and knowledge of selection of CONTRACTOR or subcontractors in
464 advance of official announcement.

465 26.4 The CONTRACTOR or employees thereof shall not offer gifts,
466 gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

467 **27.0 DISALLOWANCE**

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

474 **28.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES**

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

478 **29.0 FORCE MAJEURE**

479 29.1 In the event CONTRACTOR is unable to comply with any provision
480 of this agreement due to causes beyond their control such as acts of God, acts of war,

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

483 29.2 In the event COUNTY is unable to comply with any provision of this
484 agreement due to causes beyond its control relating to acts of God, acts of war, civil
485 disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for
486 such failure to comply.

487 **30.0 EDD REPORTING REQUIREMENTS**

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

494 It is expressly understood that this data will be transmitted to
495 governmental agencies charged with the establishment and enforcement of child
496 support orders and for no other purposes and will be held confidential by those
497 agencies. Failure of the contractor to timely submit the data and/or certificates required
498 may result in contract being awarded to another Contractor. In the event a contract has
499 been issued, failure of the Contractor to comply with all federal and state reporting
500 requirements for child support enforcement or to comply with all lawfully served Wage
501 and Earnings Assignments Orders and Notices of Assignment shall constitute a material

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502 breach of contract. Failure to cure such breach within 60 calendar days of notice from
503 the County shall constitute grounds for termination of the contract.

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

509 **31.0 ENTIRE AGREEMENT**

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

516 **32.0 CAPTIONS AND PARAGRAPH HEADINGS**

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

520 **33.0 NOTICES**


521 All correspondence and notices required or contemplated by this
522 Agreement shall be delivered to the respective parties at the addresses set forth below


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523 and are deemed submitted one day after their deposit in the United States mail, postage
524 prepaid.

<u>CONTRACTOR</u>	<u>COUNTY</u>
526 NCO Financial Systems, Inc.	Riverside County Regional Medical Center
527 507 Prudential Road	26520 Cactus Avenue
528 Horsham, PA 19044	Moreno Valley, CA 92555

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

530 **CONTRACTOR**
531 By: 
532
533 Albert Zezulinski
534 Type or Print Name
535
536 Executive Vice President
537 Type or Print Title
538
539 Date: November 15, 2010

COUNTY
By: 
BOB BUSTER
Type or Print Name
Chairman
Type or Print Title
Date: JAN 11 2011

ATTEST:
KECJA HARPER-IHEM, Clerk

DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS
DATE: 12/23/10

**SCOPE OF WORK
NCO FINANCIAL SYSTEMS, INC.**

A. CONTRACTOR PERFORMANCE PROVISION

CONTRACTOR shall perform the recovery portion for insurance and self-pay encounters as outlined below in conjunction with the terms and conditions set forth in this Contract Agreement:

- 1.0 CONTRACTOR shall provide recovery and other related services necessary to secure the full expected reimbursement to RCRMC per Agreement, Federal, State, and County regulatory guidelines.
- 2.0 CONTRACTOR shall provide recovery efforts for all accounts that have aged to 180 days from discharge.
- 3.0 CONTRACTOR shall after completion of the required initial collection cycle, assess and determine assignment to either a bad debt agency or write-off.
- 4.0 CONTRACTOR shall review, assess, & determine benefit eligibility for both inpatient and outpatient accounts designated to all payer categories for recovery assignment by COUNTY. The Payer Categories are as follows:
 - 4.1 Medicare: Traditional and Senior Plans
 - 4.2 Medi-Cal: FFS, CCS, and Managed Care Medi-Cal
 - 4.3 Commercial Payers
 - 4.4 Managed Care Payers
 - 4.5 Self-Pay: After completion of a full financial and benefit screening has been completed.
- 5.0 CONTRACTOR shall not process eligibility for the following:

**SCOPE OF WORK
NCO FINANCIAL SYSTEMS, INC.**

- 5.1 Accounts pending Medi-Cal Eligibility, Third Party Liability, and Workers Compensation assigned to other CONTRACTOR's and/or State Programs.
- 5.2 If an account is inadvertently assigned or determined after assignment to one of the exceptions listed above, the account will be closed and CONTRACTOR shall return the account to COUNTY without additional fees charged.
- 6.0 **Account Categories:** Regardless of the responsibility or authority given to the CONTRACTOR, the COUNTY shall retain complete and final control over all accounts and cases referred to the CONTRACTOR. CONTRACTOR shall ascertain the following as categorized below:
- 6.1 Inpatient and Outpatient accounts application for retroactive coverage;
- 6.2 TPL accounts (auto accidents, personal injury);
- 6.3 Probate Hearings;
- 6.4 Victims of Crime applications;
- 6.5 Health Management Organizations (HMO) / Preferred Provider Organizations (PPO) Insurance.
- 7.0 **Acknowledgement of Referred Accounts:** CONTRACTOR shall submit to COUNTY a written acknowledgement report for all accounts referred to CONTRACTOR by COUNTY within one-(1) week from the date of referral. CONTRACTOR's report shall include, but not be limited to, date of referral,

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date of services, patient's name, patient's account number and balance referred.

8.0 **Right to Audit:** CONTRACTOR shall maintain accurate books and records subject to periodic audits and copying by COUNTY. The records shall include, but not limited to, the original delinquent balance and additional charges such as collection charges, commission, court costs and attorney fees. COUNTY may examine and copy all CONTRACTOR records of accounts assigned by COUNTY.

9.0 **Account Review:** CONTRACTOR shall review each account monthly and take appropriate action on each account. This review and action will be documented by CONTRACTOR and the documentation will be available upon request for inspection by COUNTY.

10.0 **Documentation:** CONTRACTOR shall provide documentation within 48 hours of occurrence of activity. CONTRACTOR's assigned staff shall not directly contact any hospital department to request information or documents. All information and document requests shall be submitted to the department of Patient Accounts designee and CONTRACTOR will be notified when information is available for pickup. CONTRACTOR and COUNTY to meet and mutually agree upon a schedule for copy machine availability times.

11.0 **Compromise and Settlement:**

11.1 CONTRACTOR shall not, without prior written consent from COUNTY, compromise or settle any account. CONTRACTOR to notify COUNTY's Patient Accounts Officer (their designee as

**SCOPE OF WORK
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specified in writing) to mutually ascertain an acceptable settlement amount.

11.2 CONTRACTOR shall notify COUNTY in the event any patient, account guarantor, or third-party payer indicates that the debt is not owed because of prior payment, or will not be paid because of alleged fraud, malpractice, negligence or any other reason which may result in a counter-claim against COUNTY or any of its entities or employees.

12.0 **Due Diligence:** CONTRACTOR shall utilize diligent eligibility and/or collection procedures to achieve a maximum recovery on assigned accounts.

13.0 **Return of Accounts to COUNTY:** CONTRACTOR shall return to COUNTY, without assessment of any commission, charge or penalty, individual accounts referred to CONTRACTOR by COUNTY when any of the following circumstances occur:

13.1 COUNTY notifies CONTRACTOR that the account was erroneously referred.

13.2 Should a pending Medi-Cal case be referred in error by the COUNTY to the CONTRACTOR this case will be returned or recalled at the time the error is discovered.

13.3 Payment of total charges on the account is made to COUNTY prior to the referral of the account to CONTRACTOR.

13.4 CONTRACTOR determines that no third-party payer can be identified and that the only payment reasonably available is cash

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payment by the patient. (However, on a case by case basis, COUNTY may allow CONTRACTOR to accept payment from the patient and receive a commission. In the case of each returned account, CONTRACTOR shall provide COUNTY with the specific reason for such return).

13.5 The patient cannot be located or refuses to cooperate with CONTRACTOR.

13.6 Should an account be handled by the CONTRACTOR in a manner that causes loss revenue, the CONTRACTOR will note with the appropriate documentation/clarification for the loss and will be placed in the account notes with the COUNTY.

14.0 **Reports:** CONTRACTOR shall prepare and submit to COUNTY the following reports:

14.1 Acknowledgement Report – The Acknowledgement report shall include, date of referral, date of service, patient's name, patient's account number and balance referred and shall be submitted weekly.

14.2 Closed Accounts Report – The Closed Accounts Reports shall include, date of referral, date of service, patient's name, patient's account number, account balance and the reason account was closed (e.g., payment, skip, adjustment), and shall be submitted monthly.

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- 14.3 Remittance Report – The Remittance Report shall include, date of referral, date of service, patient’s name, patient’s account number, amount collected by CONTRACTOR and/or COUNTY. This report will detail the payment of any costs recovered by type (e.g., interest, disbursements) resulting from any collection activities and the remaining balance to be collected. This report will include a line-by-line calculation of the commission received, or payable, aggregating in a total received by or due to CONTRACTOR. This report will be completed monthly on a month-to-date, year-to-date and life-to-date basis.
- 14.4 Account Inventory Report – No later than fifteen (15) days after the end of each month CONTRACTOR shall prepare an account status report of all accounts currently assigned to CONTRACTOR. This report will be separated in two different categories: (1) by patient name and account number; and (2) by type of account category (i.e., payer source). The report shall include date of referral, date of service, patient’s name, patient’s account number, balance referred, amount paid, balance outstanding and the status of the account with date of last activity.
- 14.5 Productivity Report – All Activities (1) on referral accounts of \$100,000 in charges and over, are to be made every other week; (2) on referral accounts between \$50,000 and \$99,000 in charges

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NCO FINANCIAL SYSTEMS, INC.**

are to be made every third week; and (3) on referral accounts under \$50,000 in charges are to be made monthly

B. CONTRACTOR ASSIGNED PERSONNEL/STAFF REQUIREMENTS

- 1.0 CONTRACTOR shall assign a minimum of two-(2) on site staff during regular business hours from 8:00 A.M. through 5:00 P.M. (Monday through Friday).
- 2.0 CONTRACTOR shall provide a minimum of one-(1) bilingual employee working each day.
- 3.0 CONTRACTOR's assigned staff shall document patient account activity on each individual patient account through direct access into the COUNTY's information system. Documentation shall include, but not be limited to phone contacts, forms mailed for completion, and dates of account billing, submissions, and settlement of accounts.
- 4.0 CONTRACTOR must ensure all assigned staff is trained in all the current policies and regulations'. CONTRACTOR must be able to alter performance under this Agreement to be in compliance with any change in State, Federal or County policies or regulations.
- 5.0 CONTRACTOR shall perform employee screening prior to assignment and include, but not necessarily be limited to, obtaining information about an employee's past employment, license, education and skills; information shall be made available to COUNTY upon request. The hospital reserves the right to review said information, and to conduct interviews with CONTRACTOR's assigned staff prior to assignment.

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NCO FINANCIAL SYSTEMS, INC.**

- 6.0 CONTRACTOR shall provide COUNTY with verification of competency for CONTRACTOR's assigned staff working on-site to include, job description and licensure and/or certifications.
- 7.0 CONTRACTOR's assigned staff must have annual health screening to include a tuberculosis (TB) test, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Pertussis, Trivalent Polio, Hepatitis B, and a general physical examination clearance. All records pertaining to this shall be kept on file in CONTRACTOR's office, and made available to COUNTY upon request.
- 8.0 CONTRACTOR's assigned staff shall be orientated to COUNTY fire, disaster, department specific procedures, and infection control practices by COUNTY.
- 9.0 CONTRACTOR's assigned staff must possess and wear a photographic identification card supplied by CONTRACTOR.
- 10.0 CONTRACTOR shall adhere to all Riverside County Regional Medical Center (RCRMC) policies.
- 11.0 CONTRACTOR shall not assign to the COUNTY any employee with a criminal history report revealing a felony conviction and/or pending case.
- 12.0 CONTRACTOR's assigned staff shall not be under the influence of alcohol or drugs while on duty; or possess controlled substances or prescription drugs without a prescription while on duty.
- 13.0 If COUNTY has reasonable suspicion to believe a CONTRACTOR's assigned staff is in violation of being under the influence of alcohol or drugs while on

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duty, COUNTY reserves the right to request CONTRACTOR, at their expense, to conduct unannounced drug screening of said personnel.

**CONTINGENCY FEE SCHEDULE
NCO FINANCIAL SYSTEMS, INC.**

The pricing below includes a \$6,500 cap on all IP/OP/ED accounts. EPALS will provide KPIs and Performance Metrics based on referral types, such as IP with Pending App versus IP Contractor App.

* - Fee is based on the 90% of the work events that occur post-application to certify the account.

ACCOUNT CATEGORY	PERCENTAGE RATE
<i>Inpatient account with pending application initiated and/or completed by COUNTY for straight Medi-Cal, Managed Care, Disability Evaluation Determination and CCS</i>	* 13%
<i>Inpatient account CONTRACTOR initiated and completed by COUNTY for straight Medi-Cal, Managed Care, DED and CCS</i>	14%
<i>Outpatient account over \$2,500</i>	16%
<i>Inpatient account Fair Hearings for straight Medi-Cal, Managed Care, DED and CCS</i>	16%
<i>Out of State Medicaid</i>	18%
<i>Inpatient and Outpatient accounts application for retroactive coverage</i>	14%
<i>Appeal of TAR denied days, percent applied to entire account</i>	18%
<i>Third-Party Liability accounts (auto accident)</i>	18%
<i>Probate Hearings</i>	18%
<i>Victims of Crime application</i>	14%
<i>Worker's Compensation appeals</i>	16%
<i>HMO / PPO Insurance appeals</i>	16%

HIPAA BUSINESS ASSOCIATE AGREEMENT
Between the County of Riverside and
NCO FINANCIAL SYSTEMS, INC.

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT
Between the County of Riverside and
NCO FINANCIAL SYSTEMS, INC.

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

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Between the County of Riverside and
NCO FINANCIAL SYSTEMS, INC.

3. Obligations of County.
 - A. County agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees that it will make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make it's best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR's use or disclosure of PHI and/or ePHI.
 - D. County shall not request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of CONTRACTOR. In connection with its use of PHI and/or ePHI disclosed by County to CONTRACTOR, CONTRACTOR agrees to:
 - A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which CONTRACTOR becomes aware.
 - E. Require sub-contractors or agents to whom CONTRACTOR provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to CONTRACTOR pursuant to this Addendum.
 - 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.

HIPAA BUSINESS ASSOCIATE AGREEMENT
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NCO FINANCIAL SYSTEMS, INC.

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

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

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

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

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

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

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

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

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

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

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and

NCO FINANCIAL SYSTEMS, INC.

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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

HIPAA BUSINESS ASSOCIATE AGREEMENT
Between the County of Riverside and
NCO FINANCIAL SYSTEMS, INC.

determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the 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

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and

NCO FINANCIAL SYSTEMS, INC.

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.

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.