

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

508



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
January 21, 2013

SUBJECT: Professional Medical Services agreement

RECOMMENDED MOTION:

- 1) Approve the agreement with Lorena Vivanco de Martinez, M.D. effective February 1, 2013;
- 2) Authorize the Chairperson to sign three (3) copies of the agreement;
- 3) Retain one (1) copy and return two (2) copies of the executed agreements to Riverside County Regional Medical Center for distribution.

BACKGROUND: As part of the Hospital's Child Abuse and Neglect program, Lorena Vivanco de Martinez, M.D. has agreed to provide professional services for forensic examination and diagnosis. The agreement incorporates all professional services including forensic examination and diagnosis, consultation, administrative and teaching responsibilities that are the responsibility of the County for Child Abuse and Neglect services.

The Agreement has been approved as to form by County Counsel.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$80,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	12/13
SOURCE OF FUNDS: Enterprise Funds			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY: *Debra Cournoyer*
Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 26, 2013
xc: RCRMC

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

Prev. Agn. Ref.:

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-56

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 1/21/13
Departmental Concurrence

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

PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
VIVANCO de MARTINEZ, M.D.
FOR
PROFESSIONAL SERVICES

FEB 26 2013 3-56

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**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES**

This Agreement is entered into by and between the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center (HOSPITAL) and Lorena Vivanco de Martinez, M.D. (CONTRACTOR).

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

WHEREAS, COUNTY desires to obtain forensic medical services for the purpose of improving patient care and complying with requirements of Title 22 for acute care hospitals; and

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

NOW THEREFORE the parties hereto enter into this Organized Health Care Arrangement (ORCA) under the terms of this Agreement, as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1.0 DESCRIPTION OF SERVICES

1.1 CONTRACTOR will perform administrative and Child Abuse and Neglect medical care services for the HOSPITAL's Child Abuse and Neglect Services under the direction of the Hospital Medical Director. CONTRACTOR will provide forensic consultation services for HOSPITAL inpatients and outpatients.

1.2 Additionally, during the term of Agreement or any renewals thereof, as HOSPITAL adds new technologies, modalities or procedures, the provision or interpretation of which is considered to be appropriate by forensic specialists, all such technologies, modalities, and procedures made available at HOSPITAL shall be provided by CONTRACTOR.

1 1.3 The standards of medical practice and professional duties of CONTRACTOR
2 shall be determined by the Medical Staff of HOSPITAL; provided, however, that all applicable
3 provisions and other rules and regulations of any and all governmental authorities relating to
4 the licensure and regulations of physicians and to the operation of the HOSPITAL Department
5 of Pediatrics shall be fully complied with by the parties to this Agreement, and provided further
6 that CONTRACTOR shall provide Child Abuse Forensic Medical Services for the Hospital's
7 Child Abuse and Neglect Center Services in accordance with such applicable federal and
8 State statutes and regulations, applicable standards of the Joint Commission on Accreditation
9 of Healthcare Organizations, the HOSPITAL Medical Staff Bylaws, Rules and Regulations,
10 and the Department Rules and Regulations as in effect from time to time.

11 1.4 Forensic medical services shall be provided by CONTRACTOR in compliance
12 with the HOSPITAL Mission, Vision, and Values, which reflect the COUNTY's commitment to
13 providing quality health care services to patients, as well as quality education and training
14 programs to resident physicians and other students of the HOSPITAL's teaching programs. All
15 administrative issues relating to CONTRACTOR's medical care responsibilities shall be
16 directed to the HOSPITAL Medical Director for resolution.

17 **2.0 CONTRACTOR RESPONSIBILITIES**

18 2.1 Provision of Physician Services

19 2.1.1 CONTRACTOR agrees to provide forensic medical care services for the
20 HOSPITAL Child Abuse and Neglect services located at HOSPITAL in compliance with
21 HOSPITAL Medical Staff Bylaws, Rules, and Regulations, Title 22 regulations for acute care
22 hospital services, Joint Commission Accreditation of Healthcare Organizations (JCAHO)
23 standards, and other federal, State and/or local regulations of physician medical practice.

24 2.1.2 CONTRACTOR agrees to attend scheduled Child Abuse and Neglect
25 Clinics. In addition, CONTRACTOR will provide inpatient consultations, as needed.

26 2.1.3 Furthermore, in accordance with the HOSPITAL Medical Staff Bylaws,
27 CONTRACTOR will provide complete medical records, signed and dated, for all inpatients

1 care for no later than fourteen (14) days after discharge.

2 2.2 Teaching

3 As requested and/or directed by the HOSPITAL Chief of Medical Staff
4 and/or Department of Pediatrics, CONTRACTOR agrees to:

5 A. Teach the forensic component of training to residents enrolled in
6 HOSPITAL-sponsored medical training programs.

7 B. Provide continuing in-service training in forensic medical
8 services to all HOSPITAL Department personnel.

9 C. Participate in the training of those physicians in the HOSPITAL
10 Department of Family Medicine, Department of Pediatrics and/or the Emergency Department
11 who may be desirous of receiving advanced training in forensic medicine.

12 D. Prepare and deliver appropriate didactic lectures, conferences,
13 seminars, teaching rounds, and other activities related to the teaching of forensic medicine to
14 those residents enrolled in a HOSPITAL-sponsored or affiliated training program.

15 E. Participate in the forensic component of training for all students
16 assigned or enrolled from a HOSPITAL-affiliated medical school, college or programs.

17 2.3 Administrative Obligations

18 CONTRACTOR agrees to:

19 A. Participate and cooperate in HOSPITAL's Quality Management
20 Program as required by Hospital Policies and Procedures.

21 B. Being accountable for timely and accurate dictating, reviewing,
22 and signing medical records of all patients in accordance with Section 2.1.3, for whom forensic
23 services are provided.

24 C. Being accountable for being in compliance with all laws and
25 regulations regarding provision of forensic services as well as in conjunction with residency
26 training, as applicable.

27 D. Cover any other appropriate administrative area of responsibility
28 as requested by the HOSPITAL Medical Director and accepted by CONTRACTOR.

1 E. Establish and implement, in conjunction with HOSPITAL and
2 HOSPITAL affiliated medical schools or other teaching institutions, clinical training programs
3 at HOSPITAL designed to meet the educational requirements for the teaching of physician
4 residents, other medical staff, nurses, nurse practitioners, physician assistants, paramedical
5 trainees, and medical students receiving training at HOSPITAL. CONTRACTOR will ensure
6 that such training programs are established and presented on an ongoing basis and updated
7 annually or more frequently as needed and that all pertinent requirements are met and duties
8 performed which are necessary to meet the terms of affiliation agreements established
9 between the HOSPITAL and medical schools, universities, colleges, and other institutions or
10 agencies in regard to training in Forensic services. CONTRACTOR's development of
11 affiliation agreements shall be coordinated and approved by HOSPITAL Administration.

12 F. Carry out all additional duties and functions of the HOSPITAL as
13 delineated in the HOSPITAL Medical Staff Bylaws, Rules, and Regulations, as appropriate.

14 G. Participate and cooperate in the HOSPITAL Performance
15 Improvement and Safety Programs, as requested.

16 H. Attend any orientation programs presented for CONTRACTOR's
17 by HOSPITAL.

18 I. To timely attendance at the Child Abuse and Neglect clinical services
19 and to cancel child abuse scheduled services only with thirty (30) days advanced written
20 notice and approval of the HOSPITAL Medical Director, and Hospital Director/Chief Executive
21 Officer (CEO).

22 2.4 Projection of Needs

23 CONTRACTOR agrees to assist, as requested, in projection of space,
24 personnel, and equipment needs annually for the areas of responsibility by this Agreement for
25 each County fiscal year and project needs for future years as required by HOSPITAL. Such
26 evaluations and projections will be submitted in writing to HOSPITAL Medical Director and
27 HOSPITAL Administration.

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2.5 Use of Premises

CONTRACTOR shall use the HOSPITAL premises solely for the provision of the services specified herein. No part of the premises of HOSPITAL shall be used at any time by CONTRACTOR as an office for the practice of medicine or for any purpose(s) other than as expressed in this Agreement.

2.6 Clinic Budget

CONTRACTOR at all times shall conduct Child Abuse Services for the HOSPITAL child abuse and neglect services in a cost efficient and effective manner, subject to budgetary systems and constraints established by the HOSPITAL in consultation with the HOSPITAL Medical Director.

2.7 License and/or Certification

CONTRACTOR verifies upon execution of this Agreement possession of a current and valid license in compliance with any local, State, and federal laws and regulations relative to the scope of services to be performed under this Agreement.

2.8 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide HOSPITAL Administration, a current written report, signed by the properly qualified party performing the examination, verifying that CONTRACTOR personnel are able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

2.9 Miscellaneous

CONTRACTOR will:

2.9.1 Take no steps to recruit HOSPITAL staff for employment during the course of this Agreement or during the three-month period after termination of this Agreement.

1 2.9.2 Comply with all local, State, and federal ordinances, statutes,
2 laws, rules, or regulations applicable to the employment of the personnel assigned to
3 HOSPITAL.

4 2.9.3 Carry out all additional duties and functions of the HOSPITAL as
5 delineated in the HOSPITAL Medical Staff Bylaws, Rules, and Regulations as appropriate.

6 **3.0 HOSPITAL RESPONSIBILITIES**

7 3.1 HOSPITAL will maintain State licensure through the California Department of
8 Health Services and accreditation status with the Joint Commission on Accreditation of
9 Healthcare Organizations.

10 3.2 Hospital shall consult with the CONTRACTOR as to the elements HOSPITAL
11 deems necessary for the proper operation of Child Abuse and Neglect Services for the
12 Hospital and shall furnish, at its expense, for the use of CONTRACTOR, all such elements,
13 including but not limited to the following:

14 3.2.1 Space

15 HOSPITAL shall furnish and make available to CONTRACTOR space
16 presently designated for Child Abuse and Neglect services, together with such other space as
17 may be mutually agreed upon by the parties; provided that HOSPITAL shall have the right to
18 withdraw, relocate, or modify such space as it deems necessary.

19 3.2.2 Utilities and Ancillary Departments

20 HOSPITAL shall furnish laundry service, housekeeping services
21 (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL
22 courier service, and utilities including gas, water, heat electricity and all other types of utility
23 services reasonably necessary for the proper operation of the Center of Child Abuse and
24 Neglect services and hospital. HOSPITAL shall also provide the services of its administrative
25 and other support departments, including administration, accounting, engineering, medical
26 transcription, and purchasing, as reasonably necessary for the proper operation of Child
27 Abuse and Neglect Services. HOSPITAL Administration shall assist the CONTRACTOR in
28 the administrative duties for Child Abuse and Neglect services by (i) providing HOSPITAL

1 policies and procedures, Medical Staff Bylaws, and the House Staff Manual to
2 CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains
3 to the operation of Child Abuse Services provided for the HOSPITAL.

4 3.2.3 Equipment

5 HOSPITAL shall furnish equipment as HOSPITAL and medical
6 staff, including the HOSPITAL projects and Priorities Committee and the HOSPITAL Product
7 Evaluation Committee, mutually agree is necessary for the proper operation of the Hospital,
8 and Center for Child Abuse and Neglect services. HOSPITAL shall keep and maintain said
9 equipment in good order and repair and shall replace and upgrade such equipment as it may
10 become worn or obsolete. CONTRACTOR shall retain financial responsibility for replacement
11 or repair of equipment broken by willful misuse or intentional abuse by CONTRACTOR.

12 3.2.4 Supplies

13 HOSPITAL shall furnish all expendable and non-expendable
14 supplies, such as drugs, chemicals, stationary, and similar supplies reasonably necessary for
15 the proper operation of Child Abuse and Neglect Services.

16 3.2.5 Other Personnel

17 All other personnel, including but not limited to physician,
18 nursing, administrative or other non-medical personnel as HOSPITAL deems necessary for
19 the proper operation of Child Abuse and Neglect Services shall be either employed or
20 contracted outside the Agreement as separate contractors, and compensated by HOSPITAL
21 in consultation with the Medical Director of the Hospital. In the performance of their duties in
22 Child Abuse and Neglect Services, such personnel shall be subject to the supervision of the
23 HOSPITAL Administrators, HOSPITAL Administration, or the Hospital Medical Director, as
24 appropriate.

25 **4.0 COMPENSATION**

26 4.1 CONTRACTOR shall bill HOSPITAL for its services in accordance with the Fee
27 Schedule in Exhibit A, attached hereto and thereby incorporated herein. All billings of
28 CONTRACTOR shall clearly reflect the services for which the billing is made, including the

1 physicians who rendered services, the date services were rendered, the rates charged, and
2 the hours worked.

3 4.2 The rates contained in the Fee Schedule shall remain in effect for the Term of
4 this Agreement.

5 4.3 Invoices shall be submitted bi-weekly. Payment shall be due thirty (30) working
6 days from the date of receipt of the invoice.

7 4.4 Such payment by HOSPITAL shall be deemed to be made for, as provided by
8 this Agreement, services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim,
9 any reimbursement for time and expense in any manner connected with transportation to or
10 from the site at which CONTRACTOR shall or may render services hereunder.

11 4.5 HOSPITAL reserves the right to correct errors on invoices, and pay to
12 CONTRACTOR the corrected amounts.

13 4.6 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in
14 Exhibit A, attached hereto.

15 **5.0 TERM/TERMINATION**

16 5.1 This Agreement will be effective February 1, 2013, through June 30, 2013 and
17 automatically continue on a year-to-year basis. Either party may terminate this Agreement, at
18 any time without cause, by giving sixty (60) days prior written notice to the other party, unless
19 otherwise terminated in accordance to the provisions of Section 12 of the Agreement, or as
20 otherwise specified herein. Either party may terminate this Agreement immediately for a
21 breach of this Agreement, by giving written notice to the other parties. Failure to abide by the
22 agreed terms and conditions may result in immediate termination of the Agreement.

23 5.2 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's
24 rights under this Agreement shall terminate (except for fees accrued prior to the date of
25 termination) upon CONTRACTOR's closure; i.e., failure to continue in business, or in the
26 event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR,
27 or, at HOSPITAL's election, in the event of CONTRACTOR's unwillingness or inability for any
28 reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be

1 entitled to no further compensation under this Agreement, it being the intent that
2 CONTRACTOR shall be paid as specified in Exhibit A only during such period that
3 CONTRACTOR shall, in fact, be performing the duties hereunder.

4 5.3 In the event of non-availability of COUNTY funds, this Agreement shall be
5 deemed terminated and of no further force and effect immediately on receipt of COUNTY's
6 notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be
7 entitled to reimbursement of costs in accordance with Section 4, Compensation.

8 **6.0 INDEMNIFICATION**

9 CONTRACTOR agrees to indemnify and hold harmless COUNTY, Special Districts,
10 their respective directors, officers, Board of Supervisors, elected officials, agents, employees,
11 and independent contractors from any and all liability whatsoever, based or asserted upon any
12 act, omission of CONTRACTOR, its directors, officers, agents, employees, independent
13 contractors, or subcontractors; however, this indemnification shall not apply to Professional
14 Medical Services performed by CONTRACTOR or any of its subcontractors, independent
15 contractors, or employees, on behalf of COUNTY under this Agreement. Liability resulting from
16 Professional acts of the CONTRACTOR shall be subject to the terms of Exhibit C, attached
17 hereto.

18 **7.0 INSURANCE**

19 CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost
20 and expense, the following insurance coverages during the term of this Agreement. The
21 procurement and maintenance of the insurance required below will not diminish or limit
22 CONTRACTOR's obligation to indemnify or hold COUNTY harmless.

23 7.1 **COMMERCIAL GENERAL LIABILITY INSURANCE**

24 Commercial General Liability Insurance coverage including, but not limited to,
25 premises liability, contractual liability, completed operations, personal and advertising injury
26 covering claims which may arise from or out of CONTRACTOR's performance of its
27 obligations hereunder. Policy shall name the County of Riverside, Special Districts, their
28 respective directors, officers, Board of Supervisors, elected officials, employees, agents, or

1 representatives as Additional Insureds. Policy's limit of liability shall not be less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
3 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the
4 occurrence limit.

5 7.2 VEHICLE LIABILITY

6 7.2.1 As applicable, if CONTRACTOR's vehicles or licensed mobile
7 equipment are used in the performance of the obligations under this Agreement, then
8 CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned, or hired
9 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.
10 If such insurance contains a general aggregate limit, it shall apply separately to this
11 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County
12 of Riverside, Special Districts, their respective directors, officers, Board of Supervisors,
13 elected officials, employees, agents, or representatives as Additional Insureds. Such coverage
14 may be included within the Commercial General Liability policy or as a separate coverage.

15 7.3 GENERAL INSURANCE PROVISIONS

16 7.3.1 Any insurance carrier providing insurance coverage hereunder shall be
17 admitted to the State of California unless waived, in writing, by the County Risk Manager.
18 Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII (A:8).

19 7.3.2 Insurance deductibles or self-insured retentions must be declared by
20 the CONTRACTOR's insurance carrier(s), and such deductibles and retentions shall have the
21 prior written consent from the County Risk Manager. Failure of the CONTRACTOR's carriers
22 to declare deductibles or self-insured retentions to the COUNTY shall waive any obligation of
23 the COUNTY, as additional insured, to honor said deductibles or self-insured retentions in the
24 event of CONTRACTOR's insolvency. Upon notification of deductibles or self-insured
25 retentions unacceptable to COUNTY, and at the election of the County Risk Manager,
26 CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured
27 retentions as respects this Agreement with the COUNTY, or 2) procure a bond which
28 guarantees payment of losses and related investigations, claims administration, and defense

1 costs and expenses.

2 7.3.3 Cause CONTRACTOR's insurance carrier(s) to furnish the County of
3 Riverside with either; 1) a properly executed original Certificate(s) of Insurance and certified
4 original copies of Endorsements affecting coverage as required herein, or 2) if requested to do
5 so in writing by the County Risk Manager, provide original Certified copies of policies including
6 all Endorsements and all attachments thereto, showing such insurance is in full force and
7 effect covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to
8 the County of Riverside prior to any material modification, cancellation, expiration or reduction
9 in coverage of such insurance. In the event of a material modification, cancellation, expiration,
10 or reduction in coverage, this Agreement shall terminate forthwith, unless the County of
11 Riverside receives, prior to such effective date, another properly executed original Certificate
12 of Insurance and original copies of endorsements or certified original policies, including all
13 endorsements and attachments thereto evidencing coverages set forth herein and the
14 insurance required herein is in full force and effect. CONTRACTOR shall not commence
15 operations until the County of Riverside has been furnished original Certificate(s) of Insurance
16 and certified original copies of endorsements or policies of insurance including all
17 endorsements and any and all other attachments as required in this Section. The original
18 endorsements for each policy and the Certificate of Insurance shall be signed by an individual
19 authorized by the insurance carrier to do so on its behalf.

20 7.3.4 It is understood and agreed to by the parties hereto that Certificate(s) of
21 Insurance and policies shall so covenant and shall be construed as primary insurance, and
22 COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured
23 programs shall not be construed as contributory.

24 7.3.5 The insurance requirements described herein may be met with a
25 program of self-insurance or a combination of insurance and self-insurance.

26 **8.0 OSHA REGULATION**

27 CONTRACTOR certifies awareness of the Occupational Safety and Health
28 Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA

1 standards, and laws and regulations relating thereto, and shall comply therewith as to all
2 relative elements under this Agreement.

3 **9.0 JCAHO STANDARDS**

4 CONTRACTOR certifies awareness of the Joint Commission on Accreditation of
5 Healthcare Organizations (JCAHO) Standards for Acute Care Hospitals and Ambulatory Care
6 Clinics, the American Osteopathic Association (AOA) Standards, and shall comply therewith
7 as to all relative elements under this Agreement.

8 **10.0 WORK PRODUCT**

9 All reports, preliminary findings, or data assembled or compiled by CONTRACTOR
10 under this Agreement become the property of the COUNTY. The COUNTY reserves the right
11 to authorize others to use or reproduce such materials. Therefore, such materials may not be
12 circulated in whole or in part, nor released, to the public without the direct authorization of the
13 Hospital Director or an authorized designee.

14 **11.0 RESEARCH/INVESTIGATIONAL STUDIES**

15 CONTRACTOR agrees, in compliance with COUNTY Medical Staff Bylaws, Rules and
16 Regulations, that any investigational study protocols or planned research to be done at
17 Riverside County Regional Medical Center (RCRMC) will be submitted to the RCRMC
18 Institutional Review Board (IRB) for approval and coordination of final approval from the
19 RCRMC Medical Executive Committee (MEC) prior to implementation of any part of the
20 protocol or research at RCRMC. CONTRACTOR agrees that no patients enrolled in research
21 studies will be admitted to, or registered as an outpatient at, RCRMC for provision of care
22 under the procedures of the research protocol or study design until final IRB and MEC
23 approvals of the research have been granted.

24 **12.0 ASSIGNMENT/DELEGATION**

25 12.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either
26 in whole or in part, without prior written consent of COUNTY, provided, however, obligations
27 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of
28 subcontracts if approved by COUNTY. No subcontract shall terminate or alter the

1 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR
2 agrees that subcontracts developed to provide services or perform any investigational studies
3 or research at RCRMC shall contain the same obligations contained in this Agreement
4 regarding the performance of patient care services at RCRMC. Any attempted assignment or
5 delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that
6 this paragraph is not intended to limit the use of independent contractors by CONTRACTOR
7 under this Agreement.

8 12.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of
9 any subcontractor in accordance with Section 6, Indemnification.

10 12.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of
11 the physicians and health professionals providing services at HOSPITAL must contain a
12 clause whereby said physicians and health professionals who jeopardize the license or
13 accreditation of HOSPITAL may be removed from HOSPITAL by CONTRACTOR and/or
14 HOSPITAL.

15 12.4 CONTRACTOR agrees that any development of physician residency training
16 agreements wherein the resident(s) will be placed at RCRMC must be submitted at least sixty
17 (60) days in advance to RCRMC Administration for review and processing prior to making any
18 commitment to the resident(s) regarding such placement.

19 12.5 A change in the business structure of CONTRACTOR, including but not limited
20 to a change in the majority ownership, change in the form of CONTRACTOR's business
21 organization, management of CONTRACTOR, CONTRACTOR's business organization,
22 CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this
23 Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an
24 assignment for purposes of this Section.

25 **13.0 COVENANTS NOT TO COMPETE**

26 13.1 During the term of this Agreement, CONTRACTOR and CONTRACTOR's
27 physicians shall not for any reason enter into an agreement with any entity or person to
28 serve as director of, consultant to, investor in, or otherwise perform services in any facility

1 within the County of Riverside and extending for a ten (10) mile radius from HOSPITAL.
2 COUNTY acknowledges CONTRACTOR sites and facilities in existence prior to this
3 Agreement.

4 13.2 Any exceptions to the above can only be permitted upon the prior written
5 approval of the Hospital Director/CEO.

6 13.3 In the event of any breach or threatened breach of this provision,
7 HOSPITAL shall be entitled to injunctive or other equitable relief. Such relief shall be in
8 addition to, but not in lieu of, any other remedies that may be available to HOSPITAL,
9 including an action for the recovery of damages. If a court of competent jurisdiction
10 determines that the scope of this provision is too broad in any respect, the scope shall be
11 deemed to be reduced and/or narrowed to such scope as is found lawful and reasonable
12 by such court. However, the parties acknowledge that this provision has been negotiated
13 by the parties and that the geographical limitations as well as the limitation on activities are
14 reasonable in light of the circumstances surrounding this Agreement.

15 **14.0 WAIVER OF PERFORMANCE**

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

21 **15.0 RECORDS AND REPORTS**

22 15.1 CONTRACTOR agrees to provide to COUNTY such reports as may be
23 required by the Hospital Director, or designee, with respect to the services set forth under this
24 Agreement.

25 15.2 To the extent necessary to prevent disallowance of reimbursement under
26 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five
27 (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make
28 available, upon written request to the Comptroller General of the U.S. General Accounting

1 Office, or any of their duly authorized representatives, a copy of this Agreement and such
2 books, documents, and records as are necessary to certify the nature and extent of the cost of
3 the services provided by CONTRACTOR.

4 15.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records
5 and other applicable patient information as may be needed by CONTRACTOR to provide and
6 (if applicable) bill for patient care services.

7 **16.0 PERFORMANCE EVALUATION**

8 CONTRACTOR hereby agrees to permit an appropriate official of the HOSPITAL,
9 State or federal government to monitor, assess, or evaluate CONTRACTOR's performance
10 under this Agreement. Monitoring shall include a quarterly assessment of the performance
11 requirements listed in Exhibit A, Section 1.2 Performance Requirements, attached hereto, and
12 is hereby incorporated herein.

13 **17.0 CONFIDENTIALITY**

14 17.1 CONTRACTOR shall maintain the confidentiality of any and all patient records
15 and information which may be reviewed under the terms and intent of this Agreement,
16 including protection of names and other identifying information from unauthorized disclosure,
17 except for statistical information which shall not identify any patient and which shall be used
18 only for carrying out the obligations of CONTRACTOR under this Agreement.

19 17.2 CONTRACTOR shall not disclose, except as specifically permitted by this
20 Agreement, or as authorized by the patient(s), any oral or written communication, information,
21 or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and
22 CONTRACTOR and any other party.

23 17.3 CONTRACTOR shall observe all Federal, State, and COUNTY laws and
24 regulations, including, but not limited to, the Health Insurance Portability and Accountability Act
25 of 1996 and any subsequent revisions thereto, concerning the security and privacy of patient
26 records and information.

27 **18.0 INDEPENDENT CONTRACTOR**

28 18.1 The CONTRACTOR is, for purposes arising out of this Agreement, an

1 Independent Contractor and shall not be deemed an employee of the COUNTY. It is
2 expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this
3 Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but
4 not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury
5 leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
6 all claims that may be made against COUNTY based upon any contention by any third party
7 that an employer-employee relationship exists by reason of this Agreement. Notwithstanding
8 the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR
9 is an employee for purposes of income tax withholding, COUNTY shall upon two (2) weeks
10 notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal
11 and State income taxes and pay said sums over to the federal and State Governments.

12 18.2 It is further understood and agreed by the parties hereto that CONTRACTOR in
13 the performance of its obligations hereunder is subject to the control or direction of HOSPITAL
14 merely as to the result to be accomplished by the services hereunder agreed to be rendered
15 and performed and not as to the means and methods for accomplishing the results, provided
16 always that the services to be performed hereunder by CONTRACTOR shall be provided in a
17 manner consistent with all regulatory, including federal, State, and local agencies, accrediting
18 and licensing agencies, HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and
19 policies and procedures, as may be amended from time to time, as well as community
20 standards governing such services and the provisions of this Agreement.

21 **19.0 NONDISCRIMINATION**

22 19.1 To the extent prohibited by applicable law, CONTRACTOR shall not
23 discriminate in the provision of services, allocation of benefits, accommodation in facilities, or
24 employment of personnel, on the basis of ethnic group identification, race, color, creed,
25 ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status,
26 medical condition, or physical or mental handicap, and shall comply with all other applicable
27 requirements of law regarding nondiscrimination and equal opportunity employment including
28 those laws pertaining to the prohibition of discrimination against qualified handicapped

1 persons in all programs or activities, and to the extent they shall be found to be applicable
2 hereto, shall comply with the provisions of the California Fair Employment Practices Act
3 (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights
4 Act of 1962 (P.L. 88-352).

5 19.2 For the purpose of this Agreement, distinctions on the grounds of race, religion,
6 color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the
7 following:

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

11 B. Subjecting an eligible person to segregation or separate treatment in
12 any matter related to receipt of any service, except when necessary for infection control.

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

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

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

21 **20.0 CONFLICT OF INTEREST**

22 The parties hereto and their respective employees or agents shall have no interest,
23 and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree
24 with the performance of services required under this Agreement. CONTRACTOR agrees to
25 require all agents and employees of CONTRACTOR to complete and submit on an annual
26 basis Conflict of Interest forms including, but not limited to, the California Fair Political
27 Commission Form 700 (or its successor) to HOSPITAL Administration.

1 **21.0 SEVERABILITY**

2 If any provision in this Agreement is held by a court of competent jurisdiction to be
3 invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force
4 without being impaired or invalidated in any way.

5 **22.0 ADMINISTRATION**

6 The Hospital Director/CEO (or designee) shall administer this Agreement on behalf of the
7 COUNTY.

8 **23.0 HOSPITAL ACCREDITATION/LICENSE**

9 23.1 Any action or failure to act on the part of CONTRACTOR that results in the
10 threatened loss of accreditation or licensure of the HOSPITAL will be considered a material
11 breach of this Agreement.

12 23.2 In the event of breach of Agreement pursuant to this Section, COUNTY may
13 terminate this Agreement upon the basis of cause as set forth in Section 5,
14 TERM/TERMINATION.

15 **24.0 JURISDICTION, VENUE, AND ATTORNEY FEES**

16 This Agreement is to be construed under the laws of the State of California. The
17 parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside,
18 State of California. Should action be brought to enforce or interpret the provisions of the
19 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other
20 relief is granted.

21 **25.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION**

22 CONTRACTOR shall not use any funds provided hereunder to pay the salary or
23 expenses of any person or entity who, while on the job is engaging in activities designed to
24 influence legislation or appropriations pending before Congress of the United States,
25 California State Legislature, or Riverside County Board of Supervisors.

26 **26.0 FORCE MAJEURE**

27 Neither party shall be liable nor deemed to be in default for any delay or failure in
28 performance under this Agreement or other interruption of service or employment deemed

resulting, directly or indirectly, from acts of God.

1 **27.0 ENTIRE AGREEMENT**

2 This Agreement constitutes the entire agreement between the parties hereto with
3 respect to the subject matter hereof and all prior or contemporaneous agreements of any kind
4 or nature relating to the same shall be deemed to be merged herein. Any modifications to the
5 terms of this Agreement must be in writing and signed by the parties hereto, and no oral
6 understanding or agreement not incorporated herein shall be binding on any of the parties
7 hereto.

8 **28.0 NOTICES**

9 Any notice required or authorized under this Agreement shall be in writing. If notice is
10 given by United States mail, it shall be sent registered or certified mail, return receipt
11 requested, addressed as follows:

12
13 **CONTRACTOR:**

COUNTY:

14
15 Lorena Vivanco de Martinez, M.D.
16 1994 Chopin Way
Oceanside, CA 92054

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attention: Hospital Director/CEO

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18 Notice delivered personally is effective upon delivery. Notice given by mail is effective upon
19 date of mailing.

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1 IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT
2 EFFECTIVE AS OF FEBRUARY 1, 2013.

3 COUNTY:

CONTRACTOR:

4 Approved:

Lorena Vivanco de Martinez
Lorena Vivanco de Martinez, M.D.

5 County of Riverside

6 By:

John J. Bennett
John Bennett
Chairman, Board of Supervisors

By:

President

7 Date:

FEB 26 2013

Date:

8

9

10 By:

Douglas Bagley
Douglas Bagley
Hospital Director/CEO

11 FORM APPROVED COUNTY COUNSEL

12 BY:

Neal R. Kipnis
NEAL R. KIPNIS

13 DATE

14

15 Date:

1/23/13

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18 ATTEST:

KECIA HARPER-IHEM, Clerk

19 By:

Kecia Harper-Ihem
DEPUTY

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EXHIBIT A
TO
AGREEMENT BETWEEN RIVERSIDE COUNTY
AND
Lorna Vivanco de Martinez, M.D.. (CONTRACTOR)

PAYMENT PROVISIONS

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

1.0 Subject to the conditions set forth below, HOSPITAL shall pay CONTRACTOR an hourly rate of one hundred thirty (\$130) dollars per hour worked, for a minimum of ten (10) clinics per month (Monday thru Friday) providing administrative, including attendance at multi-disciplinary team meetings or case conferences with Child Protective Services, Sheriff Department or District Attorney on behalf of Child Abuse and Neglect Services, peer review meetings, teaching services, consultations, treatment protocols development and child abuse forensic medical care services provided for Child Abuse and Neglect Services. Payments to CONTRACTOR shall be made on a monthly basis during the term of this Agreement.

HOSPITAL shall pay CONTRACTOR payments by the invoice method specified above:

1.1 **Compensation for Direct Patient Care**

1.1.1 Patient Care

Except as otherwise noted in this Agreement, Non-compensated care (including but not limited to any COUNTY financial obligation for patient care as identified in Section 1.3, below) shall be considered covered under the payment from HOSPITAL to CONTRACTOR. CONTRACTOR shall not bill patients or HOSPITAL for services and

responsibilities rendered by CONTRACTOR as specified in subsection 1.3, below.

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1.2 **Performance Requirements**

1.2.1 CONTRACTOR shall meet patient care performance requirements (including but not limited to, providing patient and family education in accordance with JCAHO standards, provide timely completion of medical records, and ontime attendance for scheduled Child Abuse and Neglect Services).

1.2.1.2 Provide complete medical records for all inpatients cared for no later than fourteen (14) days after patient discharge one hundred (100%) of the time.

1.2.1.3 Provide completed medical records within twenty-four (24) hours of patients seen for Child Abuse and Neglect Services.

1.3 **Exclusion Billing**

CONTRACTOR shall not be entitled to bill or be reimbursed separately for any COUNTY patient care (inpatient or outpatient) services provided for Child Abuse and Neglect Services. Such claims shall be considered paid in full from the HOSPITAL monthly payment to CONTRACTOR, specified in Section 1.0, above.

2.0 **Billing Cycle**

No later than the fourteenth (14th) working day of each month during the Term hereof, CONTRACTOR shall submit to HOSPITAL a monthly billing, in arrears of completion of each month/unit of service. Any bill not timely submitted shall be deemed submitted with the next billing cycle for payment by HOSPITAL.

3.0 **Maximum Annual Compensation**

Maximum annual compensation payable under this Agreement shall not exceed eighty thousand (\$80,000) dollars.

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**EXHIBIT C
TO
AGREEMENT BETWEEN
RIVERSIDE COUNTY
AND
Lorena Vivanco de Martinez, M.D, (CONTRACTOR)
PROFESSIONAL LIABILITY INDEMNITY**

7 1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall
8 indemnify the CONTRACTOR and provide Professional Liability insurance to the
9 CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely
10 and exclusively to the extent that it pertains to the professional medical services performed
11 under this Agreement on behalf of COUNTY, in so long as the CONTRACTOR follows and
12 does not intentionally ignore COUNTY policies and procedures and other regulatory agencies'
13 rules, laws, and standards of care or commit willful or wanton acts of negligence.

14 2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include,

15 2.1 The CONTRACTOR itself;

16 2.2 The CONTRACTOR's physician employees and subcontractor physicians
17 independent physician contractors; and

18 2.3 Physician extenders employed under this Agreement.

19 3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this
20 Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR
21 for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages
22 arising out of any demand for money or services by any patient or anyone claiming damages
23 on account of bodily injury or mental injury to or death of any patient caused by or alleged to
24 have been caused by error, omission, or negligence, active or passive, so long as it is not
25 deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in
26 professional services rendered or that should have been rendered by CONTRACTOR
exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

1 3.1 Such malpractice results in a claim being made or legal action commenced
2 against the CONTRACTOR, and notice of such claim or action has been given in accordance
3 with the provisions contained in Section 8 of this Exhibit.

4 3.2 There shall be no liability coverage provided hereunder for any claim or action
5 against the CONTRACTOR for malpractice committed or alleged to have been committed
6 prior to the effective date of the Agreement nor following termination of this Agreement except
7 for services provided during the Term of the Agreement and/or for the CONTRACTOR or
8 physician rendering service hereunder as described in Section 2 of this Exhibit.

9 4.0 The indemnification promised hereby shall include all theories of liability against the
10 CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or
11 any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is
12 afforded by this Agreement is extended to include the CONTRACTOR only while it is acting
13 within the scope of duty pursuant to the terms of this Agreement and shall not apply to acts or
14 omissions by or at the direction of the CONTRACTOR or if intentionally committed or
15 committed with malice. In addition, the indemnification promised hereby shall not include any
16 exemplary or punitive damages levied against the CONTRACTOR, any act committed in
17 violation of any laws or ordinances resulting in a criminal conviction, professional services
18 rendered while under the influence of intoxicants or narcotics, or any practice or service not
19 required by the terms of this Agreement.

20 5.0 In providing for such indemnification, it is not the intent of either party to waive
21 any applicable statutory or other immunity from liability or any of claims requirements of the
22 Government Code. Such indemnification shall not exceed one million dollars (\$1,000,000) for
23 any single act or omission indemnifiable hereunder, or the sum of three million dollars
24 (\$3,000,000) aggregate for all acts or omissions indemnifiable hereunder per each physician
25 member which occur in any single year of this Agreement. CONTRACTOR acknowledges
26 and agrees that for any claims that exceed one million dollars (\$1,000,000) or three million
dollars (\$3,000,000) in the aggregate, CONTRACTOR shall not seek indemnification from

1 COUNTY, and CONTRACTOR shall assume all financial responsibility for such claims. For
2 purposes of this Exhibit, said operating year shall begin with the date on which this Agreement
3 is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal
4 year; thereafter, each operating year shall run from July 1 to June 30.

5 6.0 The COUNTY may provide the indemnification referred to above through a program of
6 self-insurance. The CONTRACTOR shall follow the guidelines and procedures contained in
7 any risk management and HOSPITAL plan, which may be established by COUNTY, and
8 applicable federal and State law.

9 7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name
10 of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or
11 suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[jies]) skilled
12 in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs
13 and expenses incurred in any such investigation and defense, including, but not limited to,
14 attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with
15 any other provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the
16 COUNTY in the investigation, settlement, or defense of any claim or suit against the
17 CONTRACTOR. If the CONTRACTOR in any such claim or suit refuses to consent to any
18 settlement recommended in writing by the COUNTY and elects to contest or continue any
19 legal proceedings, the liability of the COUNTY shall not exceed the amount for which the claim
20 or suit could have been so settled, plus reasonable costs with its consent up to the date of
21 such refusal. Any judgment rendered against the CONTRACTOR in excess of the settlement
22 amount recommended in writing by the COUNTY shall be the sole responsibility of the
23 CONTRACTOR, including all costs and all attorneys' fees relating to such excess amount.

24 8.0 The following are conditions precedent to the right of the CONTRACTOR to be
25 defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim
26 such defense and/or indemnification if it has not been materially prejudiced by the
nonperformance of such conditions:

1 8.1 During the Term of this Agreement, the CONTRACTOR shall promptly, but no
2 less than within two (2) business days, after receiving knowledge of any event described in
3 this subsection (8.1) of this Section 8, give to the persons or persons designated by the
4 County notice in writing of:

5 A. Any conduct or circumstances which the CONTRACTOR believes to
6 give rise to a claim for malpractice being made against the CONTRACTOR; or

7 B. Any claim for malpractice made against the CONTRACTOR; or

8 C. The receipt of notice from any person of any intention to hold the
9 CONTRACTOR responsible for any malpractice.

10 8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

11 A. Give to the COUNTY or its duly appointed representative any and all
12 information, assistance, and signed statements as the COUNTY may require; and

13 B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense or
14 any claim, including without limitation, cooperating timely with the COUNTY;
15 and, upon the COUNTY's request, attend hearings and trials, assisting in effecting
16 settlements, securing and giving evidence, obtaining the attendance of witnesses and in the
17 conduct of suits, and to provide current home and work contact numbers until the full and final
18 settlement of pay and all cases involving persons mentioned in Section 2 of this Exhibit.

19 8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly
20 appointed representative, admit liability for, or settle any claim, or:

21 A. Incur on behalf of the COUNTY any cost or expense in connection with
22 such claim, or

23 B. Give any material or oral or written statements to anyone in connection
24 with admitting or settling such claim.
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26