



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.3
(ID # 20760)

MEETING DATE:

Tuesday, December 13, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the two Professional Service Agreements between the County of Riverside and ProLink Healthcare LLC and Magnit RS, Inc. for Registry Staffing Management Services. Effective January 1, 2023 through December 31, 2028, All Districts. [Total Cost \$475,000,000; \$47,500,000 Contingency - 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with ProLink Healthcare LLC, for Registry Staffing Management Services for \$55,000,000 annually, for five years effective January 1, 2023 through December 31, 2028, and authorize the Chairperson of the Board to sign the Agreement on behalf of the County;
2. Approve the Professional Service Agreement with Magnit RS, Inc., for Registry Staffing Management Services for \$40,000,000 annually, for five years effective January 1, 2023 through December 31, 2028, and authorize the Chairperson of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel: to sign amendments that exercise the options of the agreements including modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contracts.

ACTION:Policy


Jennifer Cruikshank Chief Executive Officer - Health System 12/2/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt
 Nays: None
 Absent: Perez
 Date: December 13, 2022
 xc: RUHS-MC

Kecia R. Harper
 Clerk of the Board

By: 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 47,500,000	\$ 95,000,000	\$ 475,000,000	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100%- Hospital Enterprise Fund 40050			Budget Adjustment:	No
			For Fiscal Year:	22/23-27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In the current state, California is experiencing a critical shortage of nursing staff. The nursing profession shortage is attributed to many external factors including recent nursing retirees, vacated positions from those who have left the healthcare industry altogether, lack of potential educators, high turnover rate, and inequitable workforce distribution. This statewide shortage—which is projected to continue into the immediate future—poses a significant challenge to Riverside University Health System-Medical Center's (RUHS-MC) ability to meet patient care demands.

RUHS-MC—which has consistently experienced a shortage of qualified nursing staff since the beginning of the 2020 COVID-19 pandemic—continues to experience a shortage in nursing staff with factors such as increased market demand for nursing staff and loss of County-employed personnel exacerbating this need. To address this personnel shortage, RUHS-MC has leveraged ProLink Healthcare, LLC (ProLink) and Magnit RS, Inc. (Magnit RS) as reliable and qualified sources of temporary nursing staff to meet its patient care needs.

The County Purchasing Department on behalf of RUHS-MC issued a Request for Proposal (RFP) #MCARC-0329 on October 29, 2021 for Comprehensive Registry Staffing Management Services. Following the receipt of timely RFP submittals on November 30, 2021, an internal bid evaluation was conducted and ProLink and Magnit RS were provided tentative awards after being deemed responsive and responsible bidders capable of providing nurse vendor management services.

Impact on Residents and Businesses

These temporary nursing services are a component of RUHS-MC's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

A contingency amount of, \$47,500,000, has been included to address potential service demand increases related to patient volume increases and changing market conditions. There are

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sufficient appropriations in the Department's FY22/23 budget and no additional County funds are required.

Contract History and Price Reasonableness

On August 5, 2021, under the authority of Resolution 2021-116 (Agenda Item #3.22 dated June 15, 2021), the Purchasing Agent executed a Professional Services Agreement with ProLink to provide nursing services effective August 5, 2021, through June 30, 2022, for a not to exceed amount of \$750,000. Over the course of six amendments to the Agreement—authorized by the Purchasing Agent and the Board—its compensation, scope of work, and term provisions were modified. Currently, the Agreement with ProLink has been extended from July 1, 2022, through December 31, 2022, under a not-to-exceed amount of \$56,372,470 for this six-month period.

On December 13, 2011, the Board approved the initial five-year Professional Services Agreement with RightSourcing, Inc. (now known as Magnit RS) via Agenda Item #3.29. Over the course of thirty-seven amendments to the Agreement—authorized by the Purchasing Agent and the Board—its compensation, scope of work, and term provisions were modified. Currently, the Agreement with RightSourcing Inc. (now known as Magnit RS) has been extended from July 1, 2022, through December 31, 2022, under a not-to-exceed amount of \$41,330,166 for this six-month period.

On October 19, 2021, the Purchasing Department solicited a competitive bid via RFP #MCARC-0329 for vendor registry management services. The RFP was digitally advertised on the Public Purchase website.

The Purchasing Department received four (4) timely bid submittals from KPG Healthcare, ProLink Healthcare LLC., Magnit RS and Staff Today Inc. (STI). KPG and STI's proposal was found to be non-responsive to the bid requirements. Upon evaluation, only two bids were found to be responsive which includes ProLink and Magnit RS. ProLink provided a \$25,042,620 bid and Magnit RS provided a \$20,470,338 bid. Both bids were reviewed and evaluated by an Evaluation Committee that consisted of representatives from RUHS-MC Nursing Administration.

The Evaluation Committee evaluated and scored the proposal based on the evaluation criteria outlined in the RFP and deemed both ProLink and Magnit RS sufficiently experienced and able to provide expertise for the services needed. Due to the length of the evaluation process, the proposed rates from ProLink and Magnit RS expired March 30, 2022.

On May 18, 2022, the Evaluation Committee requested a Best and Final Offer (BAFO) on rates for services from ProLink and Magnit RS. On May 25, 2022, ProLink and Magnit RS provided their BAFO.

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On June 22, 2022, the RUHS-MC Evaluation Committee determined ProLink and Magnit RS, respectively, to be responsive and responsible bidders and tentatively awarded both vendors. Additionally, both vendors have been deemed price reasonable given that they are able to provide the services needed to ensure RUHS can meet the increase in patient census.

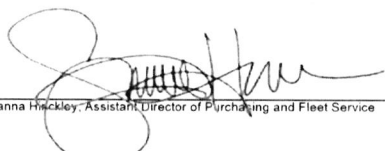
In order for RUHS-MC to maintain staffing, retain existing healthcare workers presently under contract, and respond to further patient census surges, the current Agreements with ProLink and Magnit RS require approval.

Each Agreement requires Board approval as their respective compensation provisions exceed the Purchasing Agent's delegated authority and the \$750,000 threshold for contracting with a single vendor for vendor registry management services per Resolution 2021-116.

ATTACHMENTS:

Attachment A: **PROFESSIONAL SERVICE AGREEMENT FOR NURSING SERVICES BETWEEN COUNTY OF RIVERSIDE AND PROLINK HEALTHCARE, LLC**

Attachment B: **PROFESSIONAL SERVICE AGREEMENT FOR COMPREHENSIVE REGISTRY STAFFING MANAGEMENT SERVICES WITH MAGNIT RS, INC.**


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/5/2022


Jacqueline Ruiz, Sr. Management Analyst 12/7/2022


Gregg Gu, Chief Deputy County Counsel 12/5/2022

PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

Comprehensive Registry Staffing Management Services

between

COUNTY OF RIVERSIDE

and

Magnit RS, Inc.



DEC 13 2022 15.3

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This Agreement, made and entered into this 1 day of January, 2023, by and between Magnit RS, Inc., a New York corporation (herein referred to as "CONTRACTOR or RIGHTSOURCING"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY)on behalf of Riverside University Health System ("RUHS"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (4) pages, Exhibit B, Payment Pricing, consisting of four (4) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective commencing on January 1, 2023 through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The maximum amount that may be paid to CONTRACTOR is forty million dollars (\$40,000,000) during a twelve month period, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered, and acceptance has been made by COUNTY. For this Agreement, email invoices to Accounts Payable Department at AP@ruhealth.org or mail them to:

:

Riverside University Health System
Attention: Hospital Administration
26520 Cactus Avenue, Suite A-2060
Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number MCARC-94864-052-12/28; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds

are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 60 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as mutually agreed upon, any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of CONTRACTOR

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subCONTRACTOR having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the applicable non-conforming services in conformance with the terms of the Agreement at mutually agreed upon cure period, not to exceed thirty (30) days. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent CONTRACTOR/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being

sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the applicable provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be

liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or Suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall

include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

CONTRACTOR

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, CA 92555
Attention: Contracts Administration

Magnit RS, Inc.
2365 Iron Point Road Suite 279
Folsom, CA 95630
Attention: Legal Department

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

As a matter of clarity, COUNTY shall not be responsible for such failure to comply in its exercise or performance, or the failure to exercise or perform a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the California Emergency Services Act (California government Code Sections 8550 et. Seq.)

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data as it applies to Referred Workers and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental

agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

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

21.3 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.

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

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability

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

at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

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

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

PROLINK HEALTHCARE, LLC., an Ohio limited liability company

By: Jeff Hewitt

By: Mark Arnett

Name: Jeff Hewitt

Name: Mark Arnett

Title: Chair, Board of Supervisors

Title: Chief Financial Officer

Date: 12/13/22

Date: 11-29-2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Bramma Smith
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Esen Sainz
Deputy County Counsel

Date: 11-29-22

EXHIBIT A
SCOPE OF SERVICE

1. On-Site Management

CONTRACTOR shall act as a Manager for County Requirements associated with RUHS and its participating Affiliates. CONTRACTOR holds contracts with SUPPLIERS, distributes County Requirements to Suppliers, awards placements based upon County approval, collects and presents time records in a timely manner, generates a consolidated invoice of services provided by Supplier Employees and addresses all County support concerns within a reasonable timeframe. "Suppliers" are the employers of the contingent labor recruited to supplement County's workforce (hereinafter "Supplier Employees").

CONTRACTOR will provide the County management of the program by on-site staff from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Off-site coverage will be 24 hours/day, 365 days/year by telephone based on the overall volume of the program. Through on-site staff, CONTRACTOR shall manage the requisition, engagement and tracking of all contingent labor through CONTRACTOR's Managed Service Provider program at County. For on-site staff, County will provide reasonable office space and equipment sufficient for CONTRACTOR to perform services, including office space for CONTRACTOR designated onsite staffing team, internet access, computers, and phone with long-distance service, basic office supplies, and access/use of: printer, copier, fax, scanner and other equipment and items necessary for CONTRACTOR to support the technical requirements of County as it pertains to this Agreement.

2. Supplier Management

CONTRACTOR will perform the following services:

- a. Conduct selection, assessment and monitoring of Suppliers including negotiation and execution of Supplier Agreements between CONTRACTOR and Suppliers.
- b. Conduct required training prior to RUHS start date at the cost of Supplier. On site management verifies completion of online training and continues monitoring for any new education requirements. Will ensure all onboarding Supplier Employees have a correct ID badge and attend PCO on time. Will coordinate with the RUHS EPIC team to schedule required training for Supplier Employees. Will require Suppliers to verify Supplier Employees experience; education-current and ongoing, EPIC training unit orientation, and any additional training required. Will work alongside compliance team to ensure all staff Supplier employees are meeting expectation of Riverside University Health System (RUHS). RUHS Education Services will assist in coordinating with CONTRACTOR to provide candidate access to training modules.
- c. Will minimize the time required for onboarding process from time of approval to start date.
- d. Provide written description of recruitment process used to find Suppliers of contingent labor.
- e. Provide sample copies of all documents utilized to contract with Suppliers of contingent labor to included but limited to: application, testing documents and benefit documents (Health, vacation, holiday, sick time, etc).
- f. Will require Suppliers to comply with the applicable terms herein as described in the Supplier Agreement. Where any Supplier does not or is unable to comply with the terms flowed down to Supplier from Agreement, the CONTRACTOR authorized designee may request waiver from County, which may be provided via e-mail or other verifiable electronic transmission by an authorized County designee. If County provides such a waiver, CONTRACTOR shall be waived

- from compliance regarding applicable obligation with respect to such Supplier. However, CONTRACTOR may modify any terms of the Supplier Agreement that are not material to services provided to County without County's approval.
- g. Conduct initial and quarterly training for Suppliers on the web-based CONTRACTOR system.
 - h. Ensure all documentation requirements are met and provide evidence of meeting requirements;
 - i. All Supplier staff must have the legal right to practice and work in the United States without restriction and condition; with regard to Registered Nurses, these registry staff must have at least 2 (non-specialty) and 4 (specialty) years of recent experience working in an acute setting facility within the Continental United States including Alaska and Hawaii.
 - ii. Screen all Suppliers of contingent labor to ensure registry staff members are in good standing with no disciplinary issues.
 - iii. Conduct health and background screening which includes, but is not limited to criminal background, pre-employment, TB screening, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Pertussis, Hepatitis B and other CDC required vaccinations, a general physical examination clearance, drug screening, competencies certification confirmation for all Supplier staff prior to assignment. All required pre-employment screening costs are the responsibility of the CONTRACTOR and or SUPPLIER/Supplier.
 - iv. Obtain and provide copies to County on all credentialing documentation as required by the Joint Commission, other regulatory bodies and the County, upon request.
3. CONTRACTOR and Suppliers of contingency Supplier Employees will remain in compliance with all State and Federal laws, DEA, BRN and accredited by the Joint Commission.
 4. Require Suppliers to provide consistent hourly pay rates for Supplier employees required to work 12-hour shifts instead of 8 hours of regular pay and 4 hours of overtime. Provide consistent hourly pay rates for Supplier employees of 8 hours of regular pay.
 5. Responsible for verification of billable time and deliver to County a weekly consolidated invoice with approved time for such contingent Supplier employee services. Collect, present and process time records in a timely manner.
 6. Neither CONTRACTOR nor Suppliers will bill COUNTY for Supplier employees who fail to return after orientations.
 7. Provide copies of timecard and invoices. Will communicate with RUHS regarding how often the timecard and invoices will be generated. Will provide COUNTY the system that is used to generate timecard and invoices. CONTRACTOR's web-based system must be able to interface with County's Kronos electronic time keeping system.
 8. Will be responsible for payment to all suppliers providing the services of Supplier employees.
 9. Provide on-demand reports regarding various factors associated with the use of comprehensive registry labor. Factors will include but are not limited to timekeeping, labor costs, number of registry/temporary staff out on assignment and historical/trending reports to RUHS Chief Nursing Officer or designee.
 10. Provide Performance Measures annually with the following metrics:

- Quality: DNR (do not return) rate goal to be less than 5% of total Supplier employees.
- Responsiveness to needs: Fill rate – will provide qualified candidates to fill orders. Goal is \geq 90% to have profiles provided within 10 days of requested staffing needs.
- Regulatory preparedness: Audits of files twice per year for complete documentation of licensure, certifications and training. Goal is \geq 95%.

11. Provide the following reports:

- Total spend by month and division
- Total spend by year by division
- Top five (5) Travel positions with monthly spend

12. Will require of all Suppliers evidence of insurance coverage compliant with the minimum limits specified by County for Suppliers as described in Section 22, "Insurance".

13. Will submit profiles of potential candidate(s) within five (5) business days to requesting department leadership. Profiles should include evaluations from prior leadership under which Supplier's employee may have worked and copies of all required updated certifications and resume.

14. Will provide timely responses to questions and/or needs to department leadership.

15. Will forecast planning to minimize gaps in services when contract assignments end.

16. Provide a list annually of the Suppliers utilized to process contracts along with years of acute facility experience.

17. Provide written plan for mitigating health and safety risks and provide corrective action report as required.

18. Assignment of Supplier Employees and Scheduling

CONTRACTOR will perform the following services:

- a) Timely processing of all COUNTY Requirements from internal users;
- b) Evaluate Supplier Employees against COUNTY Requirements;
- c) Coordinate and schedule Supplier Employee interviews with COUNTY manager;
- d) Maintain a Supplier Employee resource pool with required documentation;
- e) Confirm assignment with Supplier and COUNTY manager;
- f) Coordinate Supplier Employee orientation and track initial competency processes.
 - i. General. All Supplier Employees are required to complete to two (2) hours of general orientation with CONTRACTOR prior to working their first shift at COUNTY location at no cost to CONTRACTOR or COUNTY. Supplier Employees who have not worked at COUNTY within the past year must be re-oriented at Supplier's expense. Supplier Employees receive orientation to include COUNTY's infection control process; hospital safety management program including but not limited to, location of emergency exits, how to call an emergency, the location of the emergency carts, safety requirements; quality improvement program; mission and values statement; service excellence and confidentiality and any unit specific training that COUNTY requires.
 - ii. Department Specific Orientation. Department specific orientation is provided to the SUPPLIER Employee during the first day of service. Supplier shall, at no cost to County,

allow new Supplier Employees to spend up to twelve (12) hour as “orientation shifts” at County.

19. Ensure all contractual and organization requirements, including but not limited to insurance requirements and HIPAA business agreements, are satisfied before being assigned to perform work for COUNTY.

20. Assign of SUPPLIER Employees and Schedules

i. Long Term Clinical Services & Traveler Schedules

- COUNTY will place Supplier Employees on unit schedule for agreed upon number of shifts per pay period with a confirmation in writing from CONTRACTOR, including but not limited to, the length of the travel assignment, the assigned unit, the shift(s), bill rate and start date. The parties acknowledge that assignments are typically for thirteen (13) weeks in duration with a minimum of four (4) weeks.
 - COUNTY will typically schedule Supplier Employees for total of three (3) TWELVE (12) hour shifts, four (4) twelve (12) hour shifts, four (4) ten (10) hour shifts, or five (5) eight (8) hour shifts in one week.
 - Each Supplier Employee assigned by the Supplier to the COUNTY shall work in the area/unit requested by the COUNTY, subject to his/her qualifications. A Supplier Employee initially requested for a particular area/unit may be re-assigned to other areas/units by COUNTY after arriving at COUNTY or during his/her shift, subject to his/her qualifications to meet COUNTY needs.
 - Housing and Travel Accommodations. Supplier shall have the sole responsibility for housing and travel accommodations for Supplier Employees assigned to County. COUNTY will not be responsible for any fees related to Supplier employees housing and travel as it pertains to this Contract Agreement.
 - Cancellations. For long term Supplier Employees with the specified start date, Supplier will give COUNTY sever (7) days’ prior notice if Supplier Employees are not be able to start on the agreed upon start date (due to lack of documentation or for any other reason). If COUNTY does not receive a seven (7) days’ prior notification, Supplier will credit COUNTY for three (3) shifts of fees at the Supplier Employees’ current assigned bill rate. If the Supplier can fill the position with the same start date, then no penalty will be charged. COUNTY may cancel an assignment prior to Supplier Employees’ start date with seven (7) days’ notice Supplier.
- After a Supplier Employee has started working on an assignment, either COUNTY or Supplier may cancel a long term assignment provided that fourteen (14) days advance notice is given to the other party.
 - After a Supplier Employee has started working on an assignment, in case of low census or other call-offs, COUNTY may cancel within a thirteen (13) week assignment one shift in every two (2) week period. Said shifts are defined as a regular shift (i.e., twelve (12) hours in one (1) workday or eight (8) hours in a day or as otherwise agreed to among COUNTY ,Magnit RS, Inc, and Supplier). COUNTY cannot break down that shift cancellations into hourly increments. Make up of lost time will be at the mutual agreement of COUNTY and Supplier Employee. COUNTY will not pay Supplier for shifts that are not made up or any penalties that Supplier may impose.
 - For termination of assignment by COUNTY for cause, Supplier will reimburse COUNTY for three (3) shifts at the Supplier Employee’s current assignment bill rate.
 - If Supplier Employee leaves assignment without notification and/or without cause, Supplier will reimburse COUNTY for three (3) shifts at Supplier Employee’s current assignment bill rate.
 - If Supplier Employee does not report to work for a scheduled shift due to illness or some other reason outside of their control, Supplier is required to contact CONTRACTOR and CONTRACTOR shall immediately notify COUNTY and quickly find a suitable substitute to

replace the requested scheduled shift with another Supplier Employee. Make up of lost time will be at the mutual agreement of COUNTY and Supplier Employee.

ii. Short Term Clinical Services

- Cancellations
- CONTRACTOR shall immediately notify COUNTY of all cancellations and make every effort to re-assign a suitable Supplier Employee to replace the cancelled Supplier Employee to ensure COUNTY requirements/requests are met as scheduled.
- Prior to two (2) hours before the scheduled start a shift, COUNTY may change or cancel a request for Supplier Employees without incurring any liability to Supplier. It shall be Supplier's responsibility to contact Supplier Employees whenever COUNTY changes or cancels any request for Clinical Services.
- If COUNTY changes or cancels a request for Registry Supplier Employee services less than two (2) hours before the scheduled start of a shift or assignment, and Supplier Employee cannot be contacted by Supplier prior to reporting to COUNTY for work, COUNTY will reimburse CONTRACTOR for two (2) hours per regular bill rate for that Supplier Employee's job classification in effect at time of cancellation. Supplier and CONTRACTOR shall use best efforts to re-assign the Supplier Employee and if Supplier Employee is re-assigned, COUNTY shall not be billed or liable for the payment of two (2) hours. Supplier shall be solely responsible for satisfying any reporting time pay obligations due to Supplier Employee, under State and Federal wage and hour laws.
- Prior to two (2) hours before the scheduled start of a shift or assignment, Supplier may cancel Supplier Employee services without incurring any liability to COUNTY. It shall be Supplier's responsibility to contact COUNTY and Supplier Employer whenever the Supplier cancels services. If Supplier cancels a scheduled shift less than two (2) hour prior to the start of the shift and Supplier is unable to replace Supplier Employee with a substitute acceptable to COUNTY, a two (2) hour credit will be issued to COUNTY by Supplier through CONTRACTOR.
- When COUNTY request Supplier Employees less than two (2) hours prior to the scheduled start of a shift ("Late Call"), Supplier will be reimbursed for the Supplier Employees actually reports to and commences work within one (1) hour of the start of the shift. If Supplier Employees actually reports to and commences work later than one (1) hour after the scheduled start of shift, Supplier will only receive reimbursement for the actual hours worked. Notwithstanding the foregoing, COUNTY reserves the option to designate to the Supplier whether payment will be made for the full shift or for actual hours worked.
- COUNTY may immediately cancel a Supplier Employee if Supplier Employee does not report to his or her assignment or reports to assignment and/or does not satisfy the criteria for the services is physically or emotionally incapable of performing his/her duties refuses an appropriate assignment, has previously been placed on a "do not send" list, fails to display a photo identification badge provided by Supplier, and/or fails to produce evidence of an original license or other appropriate credentials. Supplier shall pay to COUNTY a "no show" fee of four (4) hours per the regular bill rate for that Supplier Employee's job classification in effect at the time. The determination that Supplier Employee does not satisfy the criteria for the services or is otherwise incapable of performing assignment work shall be made in good faith by and in the sole discretion of COUNTY. COUNTY shall immediately inform Supplier once such a determination is made, but COUNTY shall incur no debt or liability to Supplier as a result of the determination.
- If COUNTY finds Supplier Employee is not qualified and notifies Supplier, Supplier shall use best efforts to find a replacement, and if Supplier finds a fully qualified replacement

which meets COUNTY standard qualifications, COUNTY will pay for the actual hours worked by replacement.

- If Supplier Employee is no longer needed by COUNTY after reporting for work and beginning his or her assignment, Supplier Employee may be “called-off” by COUNTY. If Supplier Employee is “called-off” by COUNTY, Supplier shall be paid for the actual hours worked by Supplier Employee of up to four (4) hours of the services, whichever is greater, per the regular bill rate for that Supplier Employee’s job classification in effect at time of “call-off”. COUNTY reserves the right to utilize such Supplier Employee in an assignment reasonably consistent with his/her license and experience for up to four (4) hours of such paid time. If Supplier Employee refuses to perform services per COUNTY request, he or she will be paid only for the actual hours worked.
- Each Supplier Employee assigned by the Supplier to the COUNTY shall work in the area/unit requested by the COUNTY, subject to his/her qualifications. A Supplier Employee initially requested for a particular area/unit may be re-assigned to other areas/units by COUNTY after arriving at COUNTY or during his/her shift, subject to his/her qualifications to meet COUNTY needs. If Supplier Employee refuses to perform services per COUNTY request, he or she will only be reimbursed for the actual hours worked.

21. COMPLIANCE MANAGEMENT

CONTRACTOR will perform the following services:

1. Track all pertinent data on each Supplier Employee including name, specialty, SSN, rates, availability and do-not-use (DNU) status;
2. Track Supplier Employee compliance documentation using COUNTY Documentation Requirements;
3. Coordinate periodic Performance Evaluations and ongoing competency assessments with COUNTY management;
4. Coordinate active, inactive or DNU status of Supplier Employees.

22.REPORTING

CONTRACTOR will perform the following services:

Web-based on-line summary reports including Department Profiles, Supplier Profiles, Supplier Employee Profiles, Supplier Employees License and Certifications, Supplier Employee availability, Documentation Status and Expirations, COUNTY Requirements by Department, COUNTY Requirements by Trend, Standard Rate Schedules, Expenditures by Department, Shifts Open and Filled by Department, Shift Trend by Department and Supplier Employee, Time to Fill by Department and any other reports requested by COUNTY, as needed.

23. COUNTY RELATIONS

CONTRACTOR will perform the following services:

1. Weekly, monthly and/or quarterly COUNTY meetings.
2. Annual meetings/reviews/presentations with COUNTY management.

EXHIBIT B
PRICING AND PAYMENT

1) PAYMENT

- a) Consolidated Billing: CONTRACTOR shall submit to COUNTY Accounts Payable department the consolidated weekly invoice detailed by department which includes a breakdown of County approved hours per Supplier Employee and the associated billing per the hours the Supplier Employee worked. CONTRACTOR will pay Supplier in accordance with the Supplier Agreement provided that CONTRACTOR shall have no obligation to pay Supplier unless and until COUNTY pays CONTRACTOR for invoiced services. CONTRACTOR shall be paid in accordance with an invoice submitted to COUNTY within fifteen (15) days from the last day of each calendar month, and invoices for CONTRACTOR Supplier Managed services are payable to CONTRACTOR within thirty (30) working days after receipt of Invoice by COUNTY Accounts Payable department. Payment will be made to CONTRACTOR only after services have been rendered. For this Agreement, Contract to send original invoices to;

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Accounts Payable

2) PRICING

- a) Rates as indicated in rate table are all inclusive of fees for services provided by CONTRACTOR and are mutually agreed upon during implementation and will remain constant throughout the term of this Agreement.

- b) Travel Extension Discount

If a Traveler is renewed or extended past the original thirteen (13) week assignment, Supplier will discount the extension by 1.0% of the hourly rate as no additional recruiting is involved.

- c) Regular and Overtime

- i) 8 Hour Shift Rate:

Regular – Calculated at 1.0 times the rate for hours worked (excluding holidays) by Supplier employees up to 8 hours per day not to exceed 40 Regular hours in one (1) work week.

Overtime 1 – Calculated at 1.35 times the rate and applies to hours worked in excess of 8 hours per day or 40 Regular Hours per work week.

Overtime 2 (aka Double time (DD)) – Calculated at 1.35 times the Rate and applies to hours worked in excess of 12 hours in a day.

- ii) 12 Hour Shift Rate

Regular 12 Hour (aka Blended 12 hour rate) – Calculated at 1.0 times the Rate for hours worked (excluding holidays) by Supplier employees up to 12 hours per day.

Overtime 3 – Calculated at 1.35 times the Rate for hours worked over the original assigned shift of twelve (12) hours.

d) Holiday Rate

- i) Holidays worked are paid at the rate of 1.35 times the Rate. Holidays begin at 12:00a.m on the date of the recognized holiday and end at 11.59 p.m (PST). This shall be applicable for the following holidays only:

- New Year’s Day (January 1)
- Christmas Day (December 25)
- Thanksgiving Day (4th Thursday in November)
- Memorial Day (4th Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)

A work week is defined as Monday through Sunday from 12:00 a.m to 11:59 p.m PST. All overtime must be approved by an authorized COUNTY representative prior to overtime being worked.

e) Unapproved Overtime (“Excess Time”)

Neither CONTRACTOR nor COUNTY has a duty to pay any excess Time. Examples of Excess time include:

- i) Time resulting from a Supplier Employee reporting to work early or working late (except as requested and approved in writing by COUNTY prior to the Supplier employee’s working during that time)
- ii) Time resulting from a Supplier Employee’s failure to take a required meal break (except as requested and approved in writing by COUNTY prior to the Supplier Employee’s working during that time), or noted on a written or electronic timecard or any timekeeping record submitted by COUNTY to Supplier; and /or
- iii) Time resulting from a Supplier Employee’s failure to take any other required break (except as requested and approved in writing by COUNTY prior to the Supplier Employee’s working during that time) or noted on a written or electronic timecard or any timekeeping record submitted by COUNTY to Supplier.

3) Break and Meal Time

CONTRACTOR and Suppliers Employee providing services under this Agreement shall adhere to the guidelines set forth, and in accordance with, California Labor law and Riverside County policy for break time and meal time

PRICING

Classification	8 Hour Shift Range Rate							
	Regular Hourly Rate Min	Regular Hourly Rate Max	Overtime Rate 1 (1.35) Min	Overtime Rate 1 (1.35) Max	Overtime Rate 2 (DD) (1.35) Min	Overtime Rate 2 (DD) (1.35) Max	Holiday Rate (1.35) Min	Holiday Rate (1.35) Max
Registered Nurse	\$ 72.86	\$ 130.00	\$ 98.36	\$ 175.50	\$ 98.36	\$ 175.50	\$ 98.36	\$ 175.50
Registered Nurse (Specialty)	\$ 85.71	\$ 140.00	\$ 115.71	\$ 189.00	\$ 115.71	\$ 189.00	\$ 115.71	\$ 189.00
Licensed Vocation Nurse	\$ 45.00	\$ 90.00	\$ 60.75	\$ 121.50	\$ 60.75	\$ 121.50	\$ 60.75	\$ 121.50
Certified Nurse Assistant	\$ 40.00	\$ 80.00	\$ 54.00	\$ 108.00	\$ 54.00	\$ 108.00	\$ 54.00	\$ 108.00
Surgical Technician	\$ 55.71	\$ 110.00	\$ 75.21	\$ 148.50	\$ 75.21	\$ 148.50	\$ 75.21	\$ 148.50
Travel Registered Nurse	\$ 84.49	\$ 160.00	\$ 114.06	\$ 216.00	\$ 114.06	\$ 216.00	\$ 114.06	\$ 216.00
Travel Registered Nurse (Specialty)	\$ 84.49	\$ 175.00	\$ 114.06	\$ 236.25	\$ 114.06	\$ 236.25	\$ 114.06	\$ 236.25
Pharmacist	\$ 80.00	\$ 150.00	\$ 108.00	\$ 202.50	\$ 108.00	\$ 202.50	\$ 108.00	\$ 202.50
Pharmacy Technician	\$ 51.43	\$ 85.00	\$ 69.43	\$ 114.75	\$ 69.43	\$ 114.75	\$ 69.43	\$ 114.75
Pharmacy Assistant	\$ 38.57	\$ 55.00	\$ 52.07	\$ 74.25	\$ 52.07	\$ 74.25	\$ 52.07	\$ 74.25
Registered Dieticians	\$ 60.00	\$ 120.00	\$ 81.00	\$ 162.00	\$ 81.00	\$ 162.00	\$ 81.00	\$ 162.00
Radiology Technologist	\$ 46.00	\$ 130.00	\$ 62.10	\$ 175.50	\$ 62.10	\$ 175.50	\$ 62.10	\$ 175.50
Computerized Axial Tomography Technologist	\$ 73.00	\$ 120.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00
Ultrasound Technologist	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
MRI Technologist	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
Nuclear Medicine Technologist	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
Angio Technologist	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
Respiratory Care Practitioner	\$ 75.00	\$ 130.00	\$ 101.25	\$ 175.50	\$ 101.25	\$ 175.50	\$ 101.25	\$ 175.50
Cardiac Sonographer (Echocardiography Tech)	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
Electroencephalographer (EEG)	\$ 73.00	\$ 115.00	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25	\$ 98.55	\$ 155.25
Physical Therapist	\$ 75.00	\$ 140.00	\$ 101.25	\$ 189.00	\$ 101.25	\$ 189.00	\$ 101.25	\$ 189.00

	8 Hour Shift Range Rate							
Physical Therapist Assistant	\$ 45.00	\$ 90.00	\$ 60.75	\$ 121.50	\$ 60.75	\$ 121.50	\$ 60.75	\$ 121.50
Occupational Therapist	\$ 70.00	\$ 120.00	\$ 94.50	\$ 162.00	\$ 94.50	\$ 162.00	\$ 94.50	\$ 162.00
Occupational Therapist Assistant	\$ 40.00	\$ 60.00	\$ 54.00	\$ 81.00	\$ 54.00	\$ 81.00	\$ 54.00	\$ 81.00
Speech Therapist	\$ 70.00	\$ 120.00	\$ 94.50	\$ 162.00	\$ 94.50	\$ 162.00	\$ 94.50	\$ 162.00
Psychologist	\$ 70.00	\$ 130.00	\$ 94.50	\$ 175.50	\$ 94.50	\$ 175.50	\$ 94.50	\$ 175.50
Travel Registered Nurse (Specialty) Level II	\$ 95.00	\$ 190.00	\$ 128.25	\$ 256.50	\$ 128.25	\$ 256.50	\$ 128.25	\$ 256.50
Operating Room (OR) Manager	\$ 95.00	\$ 150.00	\$ 128.25	\$ 202.50	\$ 128.25	\$ 202.50	\$ 128.25	\$ 202.50
Computerized Axial Tomography Technologist	\$ 73.00	\$ 120.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00
Health System Nurse Case Manager	\$ 80.00	\$ 120.00	\$ 108.00	\$ 162.00	\$ 108.00	\$ 162.00	\$ 108.00	\$ 162.00
Interventional Radiology Technician	\$ 73.00	\$ 130.00	\$ 98.55	\$ 175.50	\$ 98.55	\$ 175.50	\$ 98.55	\$ 175.50
Phlebotomist	\$ 35.00	\$ 50.00	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50
Clinical Lab Scientist	\$ 85.00	\$ 150.00	\$ 114.75	\$ 202.50	\$ 114.75	\$ 202.50	\$ 114.75	\$ 202.50
Clinical Therapist II	\$ 85.00	\$ 140.00	\$ 114.75	\$ 189.00	\$ 114.75	\$ 189.00	\$ 114.75	\$ 189.00
Social Service Practitioner III	\$ 55.71	\$ 100.00	\$ 75.21	\$ 135.00	\$ 75.21	\$ 135.00	\$ 75.21	\$ 135.00
Medical Social Worker I and II	\$ 60.00	\$ 120.00	\$ 81.00	\$ 162.00	\$ 81.00	\$ 162.00	\$ 81.00	\$ 162.00
Discharge Planners	\$ 45.00	\$ 65.00	\$ 60.75	\$ 87.75	\$ 60.75	\$ 87.75	\$ 60.75	\$ 87.75
PET/CT Technologist	\$ 73.00	\$ 120.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00	\$ 98.55	\$ 162.00
Interventional Radiology Technologist	\$ 73.00	\$ 130.00	\$ 98.55	\$ 175.50	\$ 98.55	\$ 175.50	\$ 98.55	\$ 175.50
Cook	\$ 45.00	\$ 60.00	\$ 60.75	\$ 81.00	\$ 60.75	\$ 81.00	\$ 60.75	\$ 81.00
Cook Assistant	\$ 40.00	\$ 55.00	\$ 54.00	\$ 74.25	\$ 54.00	\$ 74.25	\$ 54.00	\$ 74.25
Food Service Worker	\$ 35.00	\$ 50.00	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50
Environmental Service Technician	\$ 35.00	\$ 50.00	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50	\$ 47.25	\$ 67.50

PRICING

Classification	12 hour Shift Range Rate (Blended Hourly Rate)					
	Regular 12 Hourly Rate Min	Regular 12 Hourly Rate Max	Overtime Rate 3 (1.35) Min	Overtime Rate 3 (1.35) Max	Holiday (1.35) Min	Holiday (1.35) Max
Registered Nurse	\$ 85.00	\$ 151.67	\$ 114.75	\$ 204.75	\$ 114.75	\$ 204.75
Registered Nurse (Specialty)	\$ 100.00	\$ 163.33	\$ 135.00	\$ 220.50	\$ 135.00	\$ 220.50
Licensed Vocation Nurse	\$ 52.50	\$ 105.00	\$ 70.88	\$ 141.75	\$ 70.88	\$ 141.75
Certified Nurse Assistant	\$ 46.67	\$ 93.33	\$ 63.00	\$ 126.00	\$ 63.00	\$ 126.00
Surgical Technician	\$ 65.00	\$ 128.33	\$ 87.75	\$ 173.25	\$ 87.75	\$ 173.25
Travel Registered Nurse	\$ 98.57	\$ 186.67	\$ 133.07	\$ 252.00	\$ 133.07	\$ 252.00
Travel Registered Nurse (Specialty)	\$ 98.57	\$ 204.17	\$ 133.07	\$ 275.63	\$ 133.07	\$ 275.63
Pharmacist	\$ 93.33	\$ 175.00	\$ 126.00	\$ 236.25	\$ 126.00	\$ 236.25
Pharmacy Technician	\$ 60.00	\$ 99.17	\$ 81.00	\$ 133.88	\$ 81.00	\$ 133.88
Pharmacy Assistant	\$ 45.00	\$ 64.17	\$ 60.75	\$ 86.63	\$ 60.75	\$ 86.63
Registered Dieticians	\$ 70.00	\$ 140.00	\$ 94.50	\$ 189.00	\$ 94.50	\$ 189.00
Radiology Technologist	\$ 53.67	\$ 151.67	\$ 72.45	\$ 204.75	\$ 72.45	\$ 204.75
Computerized Axial Tomography Technologist	\$ 85.17	\$ 140.00	\$ 114.98	\$ 189.00	\$ 114.98	\$ 189.00
Ultrasound Technologist	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
MRI Technologist	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
Nuclear Medicine Technologist	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
Angio Technologist	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
Respiratory Care Practitioner	\$ 87.50	\$ 151.67	\$ 118.13	\$ 204.75	\$ 118.13	\$ 204.75
Cardiac Sonographer (Echocardiography Tech)	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
Electroencephalographer (EEG)	\$ 85.17	\$ 134.17	\$ 114.98	\$ 181.13	\$ 114.98	\$ 181.13
Physical Therapist	\$ 87.50	\$ 163.33	\$ 118.13	\$ 220.50	\$ 118.13	\$ 220.50

	12 hour Shift Range Rate (Blended Hourly Rate)					
Physical Therapist Assistant	\$ 52.50	\$ 105.00	\$ 70.88	\$ 141.75	\$ 70.88	\$ 141.75
Occupational Therapist	\$ 81.67	\$ 140.00	\$ 110.25	\$ 189.00	\$ 110.25	\$ 189.00
Occupational Therapist Assistant	\$ 46.67	\$ 70.00	\$ 63.00	\$ 94.50	\$ 63.00	\$ 94.50
Speech Therapist	\$ 81.67	\$ 140.00	\$ 110.25	\$ 189.00	\$ 110.25	\$ 189.00
Psychologist	\$ 81.67	\$ 151.67	\$ 110.25	\$ 204.75	\$ 110.25	\$ 204.75
Travel Registered Nurse (Specialty) Level II	\$ 110.83	\$ 221.67	\$ 149.62	\$ 299.25	\$ 149.62	\$ 299.25
Operating Room (OR) Manager	\$ 110.83	\$ 175.00	\$ 149.62	\$ 236.25	\$ 149.62	\$ 236.25
Computerized Axial Tomography Technologist	\$ 85.17	\$ 140.00	\$ 114.98	\$ 189.00	\$ 114.98	\$ 189.00
Health System Nurse Case Manager	\$ 93.33	\$ 140.00	\$ 126.00	\$ 189.00	\$ 126.00	\$ 189.00
Interventional Radiology Technician	\$ 85.17	\$ 151.67	\$ 114.98	\$ 204.75	\$ 114.98	\$ 204.75
Phlebotomist	\$ 40.83	\$ 58.33	\$ 55.12	\$ 78.75	\$ 55.12	\$ 78.75
Clinical Lab Scientist	\$ 99.17	\$ 175.00	\$ 133.88	\$ 236.25	\$ 133.88	\$ 236.25
Clinical Therapist II	\$ 99.17	\$ 163.33	\$ 133.88	\$ 220.50	\$ 133.88	\$ 220.50
Social Service Practitioner III	\$ 65.00	\$ 116.67	\$ 87.75	\$ 157.50	\$ 87.75	\$ 157.50
Medical Social Worker I and II	\$ 70.00	\$ 140.00	\$ 94.50	\$ 189.00	\$ 94.50	\$ 189.00
Discharge Planners	\$ 52.50	\$ 75.83	\$ 70.88	\$ 102.37	\$ 70.88	\$ 102.37
PET/CT Technologist	\$ 85.17	\$ 140.00	\$ 114.98	\$ 189.00	\$ 114.98	\$ 189.00
Interventional Radiology Technologist	\$ 85.17	\$ 151.67	\$ 114.98	\$ 204.75	\$ 114.98	\$ 204.75
Cook	\$ 52.50	\$ 70.00	\$ 70.88	\$ 94.50	\$ 70.88	\$ 94.50
Cook Assistant	\$ 46.67	\$ 64.17	\$ 63.00	\$ 86.63	\$ 63.00	\$ 86.63
Food Service Worker	\$ 40.83	\$ 58.33	\$ 55.12	\$ 78.75	\$ 55.12	\$ 78.75
Environmental Service Technician	\$ 40.83	\$ 58.33	\$ 55.12	\$ 78.75	\$ 55.12	\$ 78.75

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Magnit RS, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and CONTRACTOR and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and CONTRACTOR entered into the Underlying Agreement pursuant to which the 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 created by or 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 of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or 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, to the extent County discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

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

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to CONTRACTOR as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by CONTRACTOR during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subCONTRACTOR that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication,

and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by CONTRACTOR of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

- 1) Use PHI and/or ePHI if necessary for CONTRACTOR's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify 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. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting 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. **Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. CONTRACTOR agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

- 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
- 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to CONTRACTOR for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or 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 to 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 agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to 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 Underlying Agreement.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify County if CONTRACTOR is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

- D. Mitigate, to the extent practicable, 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.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subCONTRACTORS that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, CONTRACTOR's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by CONTRACTOR on behalf of County, for purposes of determining, investigating or auditing CONTRACTOR's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify County upon CONTRACTOR's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent CONTRACTOR is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subCONTRACTOR of which CONTRACTOR becomes aware that constitute a material breach or violation of the subCONTRACTOR's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subCONTRACTOR if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, CONTRACTOR shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by CONTRACTOR's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subCONTRACTORS that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

- G. Report to County any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log

or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR's use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) CONTRACTOR agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) CONTRACTOR agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
9. **Hold Harmless/Indemnification.**
- A. CONTRACTOR agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of 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, death, or any other element of any kind or nature 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. 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.
- C. 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 County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying County to the fullest extent allowed by law.
- E. 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.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to CONTRACTOR, or created or received by CONTRACTOR on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the 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 are in the possession of subCONTRACTORS or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) 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 that 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.

12. General Provisions.

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **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 HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
- 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by CONTRACTOR to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number: (951) 486-6471

PROFESSIONAL SERVICE AGREEMENT

For

NURSING SERVICES

between

COUNTY OF RIVERSIDE

And

PROLINK HEALTHCARE, LLC



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This Agreement, made and entered into this 1 day of January, 2023, by and between **ProLink Healthcare LLC, a Ohio limited liability company**, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "County") on behalf of Riverside University Health System-Medical Center, (herein referred to as "RUHS"), collectively known as "Parties". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages, at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages, and Attachment I, HIPAA Business Associate Agreement, consisting of ten (10) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective commencing on January 1, 2023 through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The maximum amount that may be paid to CONTRACTOR is fifty-five million dollars (\$55,000,000) during a twelve month period, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or

products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid in accordance with a HCFA 1500 form submitted to COUNTY by CONTRACTOR within forty-five (45) days from the date of service and COUNTY shall pay the claim form within thirty (30) working days from the date of receipt of the claim form. Payment shall be made to CONTRACTOR only after services have been rendered, and acceptance has been made by COUNTY. For this Agreement, email invoices to Accounts Payable Department at AP@ruhealth.org or mail them to:

Riverside University Health System
Attn: Hospital Administration
26520 Cactus Avenue, Suite A-2060
Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; description of services, amount due and any reimbursable expenses, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless

from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. County shall only withhold payments related to the services in dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 Both parties shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY and/or CONTRACTOR information or data which is not subject to public disclosure; COUNTY and/or CONTRACTOR operational procedures; and knowledge of selection of contractors, subcontractors or Employees in advance of official announcement.

16.2 The CONTRACTOR and COUNTY shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The COUNTY and CONTRACTOR shall not use such information for any purpose other than carrying out the COUNTY and CONTRACTOR's respective obligations under this Agreement. The COUNTY and CONTRACTOR shall promptly transmit to the COUNTY or CONTRACTOR, respectively, all third party requests for disclosure of such information. The COUNTY and CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY or CONTRACTOR, respectively, any such information to anyone. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Contracts Administration

CONTRACTOR

ProLink Healthcare, LLC
4600 Montgomery Rd, Ste 300
Cincinnati, OH 45212
Attn: Contracts Department

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

21.3 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.

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

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of

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

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

MAGNIT RS, INC., a New York corporation

By: *Jeff Hewitt*
Jeff Hewitt, Chairman
Board of Supervisors

By: *Maria Luoni*
Maria Luoni (Nov 29, 2022 15:51 PST)
Maria Luoni
President

Dated: 12/13/22

Dated: Nov 29, 2022

ATTEST:
Kecia R. Harper
Clerk of the Board

By: *Bruna Smith*
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: *Esen Sainz*
Esen Sainz
Deputy County Counsel

EXHIBIT A

Scope of Services

1. On-Site Management

CONTRACTOR shall act as a provider for County Requirements related to RUHS. CONTRACTOR employs certain individuals (“Contractor Employees”), distributes County Requirements to Contractor Employees, awards work placements based upon County approval, collects and presents time records in a timely manner, generates a consolidated invoice for services provided by Contractor Employees and addresses all County support concerns within a reasonable timeframe. Employee is the sole employer of all the contingent labor (“Contractor Employees”) it sends to supplement County’s workforce.

CONTRACTOR will provide the County management of the program by on-site Contractor Employees from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Off-site coverage will be 24 hours/day, 365 days/year by telephone based on the overall volume of the program. Through on-site Contractor Employees, CONTRACTOR shall manage the requisition, engagement and tracking of all Contractor Employees at County. For on-site Contractor Employees, County will provide reasonable office space and equipment sufficient for CONTRACTOR to perform services, including office space for CONTRACTOR designated onsite staffing team, internet access, computers, and phone with long-distance service, basic office supplies, and access/use of printer, copier, fax, scanner and other equipment and items necessary for CONTRACTOR to support the technical requirements of County as it pertains to this Agreement.

2. Employee Management

CONTRACTOR will perform the following services:

- a. Conduct selection, assessment and monitoring of Contractor Employees including negotiation and execution of Employee Agreements.
- b. Conduct required training prior to County department start date at the cost of Employee. On site Contractor Employees verify completion of online training and continue monitoring for any new education requirements. Will ensure all onboarding Contractor Employees have a correct ID badge and attend PCO on time. Will coordinate with the RUHS EPIC team to schedule required training to Contractor Employees. Will oversee Contractor Employees experience; education-current and ongoing, EPIC training unit orientation, and any additional training required. Will work alongside compliance team to ensure all Contractor Employees are meeting expectation of Riverside University Health Services (RUHS). RUHS Education Services will assist in coordinating with Contractor to provide candidate access.
- c. Will minimize time required for the onboarding process from time of approval to start date.
- d. Provide written description of recruitment process used to find Contractor Employees.

- e. Provide sample copies of all documents utilized to contract with supplies of contingent labor to included but limited to: application, testing documents and benefit documents (Health, vacation, holiday, sick time, etc).
 - f. Will require Contractor Employees to comply with the applicable terms herein in its Employee Agreement. Where any Contractor Employee does not or is unable to comply with the terms flowed down to Employee, the CONTRACTOR authorized designee may request waiver from County, which may be provided via e-mail or other verifiable electronic transmission by an authorized County designee. If County provides such a waiver, CONTRACTOR shall be waived from compliance regarding applicable obligation with respect to such Contractor Employee. However, CONTRACTOR may modify any terms of the Employee Agreement that are not material to services provided to County without County's approval.
 - g. Conduct initial and quarterly training for Contractor Employees on the web-based Contractor system.
 - h. Ensure all documentation requirements are met and provide evidence of meeting requirements:
 - (i) All Contractor Employees must have the legal right to practice and work in the United States without restriction and condition; with regard to Registered Nurses, these registry Contractor Employees must have at least 2 (non-specialty) and 4 (specialty) years of recent experience working in an acute setting facility within the Continental United States including Alaska and Hawaii.
 - (ii) Screen all Contractor Employees to ensure Contractor Employees are in good standing with no disciplinary issues.
 - (iii) Conduct health and background screening which includes, but is not limited to criminal background, pre-employment, TB screening, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Pertussis, Hepatitis B and other CDC required vaccinations, a general physical examination clearance, drug screening, competencies certification confirmation for all Contractor Employees prior to assignment. All required pre-employment screening costs are the responsibility of the Contractor and or Contractor Employee.
 - (iv) Obtain and provide copies to County on all credentialing documentation as required by the Joint Commission, other regulatory bodies and the County, upon request
3. Contractor and Contractor Employees will remain in compliance with all State and Federal laws, DEA, BRN and accredited by the Joint Commission
 4. Provide consistent hourly pay rates for contracted healthcare Contractor Employees required to work 12-hour shifts instead of 8 hours of regular pay and 4 hours of overtime. Provide consistent hourly pay rates for ancillary Contractor Employees of 8 hours of regular pay.

5. Contractor will be responsible for verification of billable time and deliver to County a weekly consolidated invoice with approved time for such Contractor Employee services. Collect, present and process time records in a timely manner.
6. Neither Contractor nor Contractor Employee will bill COUNTY for Contractor Employees who fail to return after orientations.
7. Provide copies of timecard and invoices. Will communicate with RUHS how often the timecard and invoices will be generated. Will provide COUNTY the system that is used to generate time card and invoices. Contractor's system must be able to interface with COUNTY's Kronos electronic time keeping system.
8. Will be responsible for payment to all Employees providing contingent labor.
9. Provide on-demand reports regarding various factors associated with the use of comprehensive registry labor. Factors will include but are not limited to timekeeping, labor costs, number of registry/temporary Contractor Employees out on assignment and historical/trending reports to RUHS Nursing Officer or designee.
10. Provide Performance Measures annually with the following metrics:
 - Quality of Contractor Employees: DNR (do not return) rate goal to be less than 5% of total contracted Contractor Employees.
 - Responsiveness to needs: Fill rate – will provide qualified candidates to fill orders. Goal is $\geq 90\%$ to have profiles provided within 5 days of requested staffing needs.
 - Regulatory preparedness: Audits of files twice per year for complete documentation of licensure, certifications and training. Goal is $\geq 95\%$.
11. Provide the following reports:
 - Total spend by month and division
 - Total spend by year by division
 - Top five (5) positions with monthly spend
12. Will require of all Contractor Employees provide evidence of insurance coverage compliant with the minimum limits specified by County for Employees as described in Section 22, "Insurance."
13. Will submit profiles of potential candidate within five (5) business days to requesting department leadership. Profiles should include evaluations from prior leadership under which a Traveler and Registry Contractor Employees may have worked and copies of all required updated certifications and resume.
14. Will provide timely responses to questions and/or needs to department leadership.
15. Will forecast planning to minimize gaps in services when contract assignments end.
16. Provide a list of the Contractor Employees labor utilized to process contracts along with years of acute facility experience annually.

17. Provide written plan for mitigating health and safety risks and provide corrective action reports as required.

18. Assignment of Contractor Employees and Scheduling

Contractor will perform the following services:

- a. Timely processing of all County Requirements from internal users;
- b. Evaluate Contractor Employees against County Requirements;
- c. Coordinate and schedule Contractor Employee interviews with County manager;
- d. Maintain a Contractor Employee resource pool with required documentation;
- e. Confirm assignment with Contractor Employee and County manager;
- f. Coordinate Contractor Employee orientation and track initial competency processes.
 - i. General. All Contractor Employees are required to complete two (2) hours of general orientation with Contractor prior to working their first shift at County location at no cost to Contractor or County. Contractor Employees who have not worked at County within the past year must be re-oriented at Contractor Employee's expense. Contractor Employees receive orientation to include County's infection control process; hospital safety management program including but not limited to, location of emergency exits, how to call an emergency, the location of the emergency carts, safety requirements; quality improvement program; mission and values statement; service excellence and confidentiality and any unit specific training that County requires.
 - ii. Travelers and Registry Orientation. Department specific orientation is provided to the Contractor Employee during the first day of service. CONTRACTOR shall, at no cost to County, allow new Contractor Employees to spend up to twelve (12) hour as "orientation shifts" at County.

19. Ensure all contractual and organization requirements, including but not limited to insurance requirements and HIPAA training , are satisfied before being assigned to perform work for County.

20. Assign of Employee Employees and Schedules

- i. Long Term Clinical Services & Traveler Schedules
 - County will place Contractor Employees on unit schedule for agreed upon number of shifts per pay period with a confirmation in writing from Contractor, including but not limited to, the length of the travel assignment, the assigned unit, the shift(s), bill rate and start date. The parties acknowledge that assignments are typically for thirteen (13) weeks in duration with a minimum of four (4) weeks.
 - County will typically schedule Contractor Employees for total of three (3) TWELVE (12) hour shifts, four (4) twelve (12) hour shifts, four (4) ten (10) hour shifts, or five (5) eight (8) hour shifts in one week.
 - Each Contractor Employee assigned to the County shall work in the area/unit requested by the County, subject to his/her qualifications. A Contractor Employee initially requested for a particular area/unit may be re-assigned to other areas/units by County after arriving at County or during his/her shift, subject to his/her qualifications to meet County's needs.

- Housing and Travel Accommodations. Contractor shall have the sole responsibility for housing and travel accommodations for Employees assigned to County. County will not be responsible for any fees related to Employee employees housing and travel as it pertains to this Contract Agreement.
 - Cancellations. For long term Traveler Contractor Employees with the specified start date, Contractor Employee will give County seven (7) days prior notice if Contractor Employees are not be able to start on the agreed upon start date (due to lack of documentation or for any other reason). If County does not receive a seven (7) days prior notification, Contractor will credit County for three (3) shifts of fees at the Contractor Employees current assigned bill rate. If the Contractor Employee can fill the position with the same start date, then no penalty will be charged. County may cancel an assignment prior to Contractor Employee's start date with seven (7) days' notice to Contractor
 - After a Contractor Employee has started working on an assignment, either County or Contractor Employee may cancel a long term assignment provided that fourteen (14) days advance notice is given to the other party.
 - After a Contractor Employee has started working on an assignment, in case of low census or other call-offs, County may cancel within a thirteen (13) week assignment one shift in every two (2) week period. Said shifts are defined as a regular shift (i.e., twelve (12) hours in one (1) workday or eight (8) hours in a day or as otherwise agreed to among County, Contractor , and Employee). County cannot break down that shift cancellations into hourly increments. Make up of lost time will be at the mutual agreement of County and Contractor Employee. County will not pay Contractor for shifts that are not made up or any penalties that Contractor may impose.
 - For termination of assignment by County for cause, Contractor will reimburse County for three (3) shifts at the Contractor Employee's current assignment bill rate.
 - If Contractor Employee leaves assignment without notification and/or without cause, Contractor will reimburse County for three (3) shifts at Contractor Employee's current assignment bill rate.
 - If Contractor Employee does not report to work for a scheduled shift due to illness or some other reason outside of their control, Employee is required to contact Contractor and Contractor shall immediately notify County and quickly find a suitable substitute to replace the requested scheduled shift with another Contractor Employee. Make up of lost time will be at the mutual agreement of County and Contractor Employee.
- ii. Short Term Clinical Services
- Cancellations
 - Contractor shall immediately notify County of all cancellations and make every effort to re-assign a suitable Contractor Employee to replace the cancelled Contractor Employee to ensure County requirements/requests are met as scheduled.
 - Prior to two (2) hours before the scheduled start a shift, County may change or cancel a request for Contractor Employees without incurring any liability to Contractor . It shall be Contractor's responsibility to contact Contractor

Employees whenever County changes or cancels any request for Clinical Services.

- If County changes or cancels a request for Registry Contractor Employee services less than two (2) hours before the scheduled start of a shift or assignment, and Contractor Employee cannot be contacted by Contractor prior to reporting to County for work, County will reimburse Contractor for two (2) hours per regular bill rate for that Contractor Employee's job classification in effect at time of cancellation. Contractor Employee and Contractor shall use best efforts to re-assign the Contractor Employee and if Contractor Employee is re-assigned, County shall not be billed or liable for the payment of two (2) hours. Employee shall be solely responsible for satisfying any reporting time pay obligations due to Contractor Employee, under State and Federal wage and hour laws.
- Prior to two (2) hours before the scheduled start of a shift or assignment, Employee may cancel Contractor Employee services without incurring any liability to County. It shall be Employee's responsibility to contact County and Contractor whenever the Employee cancels services. If Employee cancels a scheduled shift less than two (2) hour prior to the start of the shift and Contractor is unable to replace Employee with a substitute acceptable to County, a two (2) hour credit will be issued to County by Contractor.
- When County requests Contractor Employees less than two (2) hours prior to the scheduled start of a shift ("Late Call"), Contractor will be reimbursed if a Contractor Employees actually report to and commences work within one (1) hour of the start of the shift. If Contractor Employees actually report to and commence work later than one (1) hour after the scheduled start of shift, Contractor will only receive reimbursement for the actual hours worked. Notwithstanding the foregoing, County reserves the option to designate to the Contractor whether payment will be made for the full shift or for actual hours worked.
- County may immediately cancel a Contractor Employee if Contractor Employee does not report to his or her assignment or reports to assignment and/or does not satisfy the criteria for the services is physically or emotionally incapable of performing his/her duties refuses an appropriate assignment, has previously been placed on a "do not send" list, fails to display a photo identification badge provided by Contractor, and/or fails to produce evidence of an original license or other appropriate credentials. Contractor shall pay to County a "no show" fee of four (4) hours per the regular bill rate for that Contractor Employee's job classification in effect at the time. The determination that Contractor Employee does not satisfy the criteria for the services or is otherwise incapable of performing assignment work shall be made in good faith by and in the sole discretion of County. County shall immediately inform Contractor once such a determination is made, but County shall incur no debt or liability to Contractor as a result of the determination.
- If County finds Contractor Employee is not qualified and notifies Contractor, Contractor shall use best efforts to find a replacement, and if Contractor finds a fully qualified replacement which meets County's standard qualifications, County will pay for the actual hours worked by replacement.
- If Contractor Employee is no longer needed by County after reporting for work and beginning his or her assignment, Contractor Employee may be "called-off" by

County. If Contractor Employee is “called-off” by County, Contractor Employee shall be paid for the actual hours worked by Contractor Employee of up to four (4) hours of the services, whichever is greater, per the regular bill rate for that Contractor Employee’s job classification in effect at time of “call-off”. County reserves the right to utilize such Contractor Employee in an assignment reasonably consistent with his/her license and experience for up to four (4) hours of such paid time. If Contractor Employee refuses to perform services per County’s request, he or she will be paid only for the actual hours worked.

- Each Contractor Employee assigned by the Contractor to the County shall work in the area/unit requested by the County, subject to his/her qualifications. A Contractor Employee initially requested for a particular area/unit may be re-assigned to other areas/units by County after arriving at COUNTY or during his/her shift, subject to his/her qualifications to meet County’s needs. If Contractor Employee refuses to perform services per County’s request, he or she will only be reimbursed for the actual hours worked.

21. COMPLIANCE MANAGEMENT

Contractor will perform the following services:

1. Track all pertinent data on each Contractor Employee including name, specialty, SSN, rates, availability and do-not-use (DNU) status;
2. Track Contractor Employee compliance documentation using County Documentation Requirements;
3. Coordinate periodic Performance Evaluations and ongoing competency assessments with County management;
4. Coordinate active, inactive or DNU status of Contractor Employees.

22. REPORTING

Contractor will perform the following reporting services:

Web-based on-line summary reports including Department Profiles, Contractor Employee Profiles, Contractor Employees License and Certifications, Contractor Employee availability, Documentation Status and Expirations, County Requirements by Department, County Requirements by Trend, Standard Rate Schedules, Expenditures by Department, Shifts Open and Filled by Department, Shift Trend by Department and Contractor Employee, Time to Fill by Department and any other reports requested by County, as needed.

23. COUNTY RELATIONS

Contractor will perform the following services:

1. Weekly, monthly and/or quarterly County meetings;
2. Annual meetings/reviews/presentations with County management.

COUNTY shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform a discretionary function or duty on the part of the County or any employee of the

County in carrying out the provisions of the California Emergency Services Act (California government Code Sections 8550 et. Seq.)

CONTRACTOR shall not solicit COUNTY's employees for employment with CONTRACTOR while this Agreement is in effect and during the one year period immediately following termination of this Agreement, provided, however, that CONTRACTOR may conduct general advertising to which COUNTY's employees may respond.

EXHIBIT B
PRICING AND PAYMENT

1) PAYMENT

- a) Consolidated Billing: Contractor shall submit to County's Accounts Payable department the consolidated weekly invoice detailed by department which includes a breakdown of County approved hours per Contractor Employee and the associated billing per the hours the Contractor Employee worked. Contractor will pay Employee in accordance with the Contractor's Agreement with Contractor's Employee. Contractor shall be paid in accordance with an invoice submitted to County within fifteen (15) days from the last day of each calendar month, and invoices for Contractor Employee services are payable to Contractor within thirty (30) working days after receipt of Invoice by County's Accounts Payable department. Payment will be made to Contractor only after services have been rendered. For this Agreement, Contract to send original invoices to:

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: Accounts Payable

2) PRICING

- a) County Rates as indicated on rate table all inclusive of fees for services provided by Contractor and are mutually agreed upon during implementation and will remain constant throughout the term of this Agreement:

b) Travel Extension Discount

If a Contractor Employee Traveler is renewed or extended past the original thirteen (13) week assignment, Contractor will discount the services during the extension period by 1.0% as no additional recruiting is involved

c) Regular and Overtime

i) 8 Hour Shift Rate:

Regular – Calculated at 1.0 times the County rate for hours worked (excluding holidays) by Contractor Employee up to 8 hours per day not to exceed 40 Regular hours in one (1) work week.

Overtime 1 – Calculated at 1.35 times the County rate and applies to hours worked in excess of 8 hours per day or 40 Regular Hours per work week.

Overtime 2 (aka Double time (DD)) – Calculated at 1.35 times the County Rate and applies to hours worked in excess of 12 hours in a day.

ii) 12 Hour Shift Rate

Regular 12 Hour (aka Blended 12 hour rate) – Calculated at 1.0 times the County Rate for hours worked (excluding holidays) by Contractor employees up to 12 hours per day.

Overtime 3 – Calculated at 1.35 times the County Rate for hours worked over the original assigned shift of twelve (12) hours

d) Holiday Rate

- i) Holidays worked by Contractor Employees are paid at the rate of 1.35 times the County Rate. Holidays begin at 12:00a.m on the date of the recognized holiday and end at 11.59 p.m (PST). This shall be applicable for the following holidays only:

New Year's Day (January 1)
Christmas Day (December 25)
Thanksgiving Day (4th Thursday in November)
Memorial Day (4th Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)

A work week is defined as Monday through Sunday from 12:00 a.m to 11:59 p.m PST. All overtime must be approved by an authorized County representative in writing prior to overtime being worked.

e) Unapproved Overtime (“Excess Time”)

Neither Contractor nor County has a duty to pay any Excess Time. Examples of Excess time include:

- i) Time resulting from a Contractor Employee reporting to work early or working late (except as requested and approved in writing by County prior to the Contractor Employee's working during that time);
- ii) Time resulting from a Contractor Employee's failure to take a required meal break (except as requested and approved in writing by County prior to the Contractor Employee's working during that time), or noted on a written or electronic timecard or any timekeeping record submitted by County to Contractor ; and /or
- iii) Time resulting from a Contractor Employee's failure to take any other required break (except as requested and approved in writing by County prior to the Contractor Employee's working during that time) or noted on a written or electronic timecard or any timekeeping record submitted by County to Contractor.

3) Break and Meal Time

Contractor and Contractor Employee's providing services under this Agreement shall adhere to the guidelines set forth, and in accordance with, California labor law and Riverside County policy for break time and meal time.

County further agrees to pay the following fees and expenses as it pertains to services under this Agreement.

- 1) COUNTY acknowledges that the Rates include recruitment, housing and compensation, as applicable for each Contractor Employee placed with COUNTY, unless otherwise noted in a Confirmation of Assignment. With respect to extended assignments which are typically 13 weeks in, Contractor shall receive a housing fee

of \$40 per day if COUNTY requires a Contractor Employee to report to the assignment more than forty-eight (48) hours before the first scheduled working day.

- 2) **On Call/Call Back.** For certain positions COUNTY shall pay uncontrolled on-call hours, defined as hours where Contractor Employee is not required to stay on the Facility's premises, at the on-call rate of \$7.00 per hour. COUNTY will pay controlled on-call hours, defined as hours where Contractor Employee is required to stay on the Facility's premises, at the applicable confirmed Rate. If Contractor Employee is called back to work for COUNTY while serving in an on-call capacity, the on-call charge will cease and COUNTY shall instead pay CONTRACTOR 1.5 times the applicable confirmed Rate for the duration of the call back period. The minimum call-back period is two hours.

- 3) **Minimum Work Week.** COUNTY shall provide Providers a guaranteed minimum of either thirty-six (36) scheduled hours or forty-eight (48) scheduled hours per each weekly payroll period as specified in the Confirmation of Assignment. It is the Providers responsibility to ensure the guaranteed minimum scheduled hours are met with their respective assignment unit. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with holidays and weeks during which there may be unit closures for all or any portion of such week. The calculation of the guaranteed minimum work week includes regular hours, call back hours, overtime hours worked, but does not include any on-call time. Notwithstanding the foregoing, County may cancel up to one shift every two weeks which will not be billed as a part of the minimum work week. A weekly payroll period and or work week are defined as : Monday through Sunday from 12:00 a.m to 11:59 p.m. (PST).

PRICING

8 Hour Shift Range Rate						
Classification	Regular Hourly Minimum	Regular Hourly Maximum	Overtime Rate Minimum	Overtime Rate Maximum	Holiday Rate Minimum	Holiday Rate Maximum
Registered Nurse	\$65.00	\$183.00	\$84.50	\$274.50	\$84.50	\$274.50
Registered Nurse (Specialty)	\$79.00	\$215.00	\$102.70	\$322.50	\$102.70	\$322.50
Licensed Vocation Nurse	\$64.00	\$134.00	\$83.20	\$201.00	\$83.20	\$201.00
Certified Nurse Assistant	\$45.00	\$90.00	\$58.50	\$135.00	\$58.50	\$135.00
Surgical Technician	\$63.00	\$130.00	\$81.90	\$195.00	\$81.90	\$195.00
Travel Registered Nurse	\$78.00	\$198.00	\$101.40	\$297.00	\$101.40	\$297.00
Travel Registered Nurse (Specialty)	\$92.00	\$228.00	\$119.60	\$342.00	\$119.60	\$342.00
Pharmacist	\$100.00	\$200.00	\$130.00	\$300.00	\$130.00	\$300.00
Pharmacy Technician	\$36.00	\$106.00	\$46.80	\$159.00	\$46.80	\$159.00
Pharmacy Assistant	\$36.00	\$106.00	\$46.80	\$159.00	\$46.80	\$159.00
Registered Dieticians	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Radiology Technologist	\$60.00	\$130.00	\$78.00	\$195.00	\$78.00	\$195.00
Computerized Axial Tomography Technologist	\$70.00	\$140.00	\$91.00	\$210.00	\$91.00	\$210.00
Ultrasound Technologist	\$60.00	\$130.00	\$78.00	\$195.00	\$78.00	\$195.00
MRI Technologist	\$60.00	\$130.00	\$78.00	\$195.00	\$78.00	\$195.00
Nuclear Medicine Technologist	\$65.00	\$135.00	\$84.50	\$202.50	\$84.50	\$202.50
Angio Technologist	\$60.00	\$130.00	\$78.00	\$195.00	\$78.00	\$195.00
Respiratory Care Practitioner	\$75.00	\$150.00	\$97.50	\$225.00	\$97.50	\$225.00
Cardiac Sonographer (Echocardiography Tech)	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Electroencephalographer (EEG)	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50

Physical Therapist	\$85.00	\$170.00	\$110.50	\$255.00	\$110.50	\$255.00
Physical Therapist Assistant	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Occupational Therapist	\$85.00	\$170.00	\$110.50	\$255.00	\$110.50	\$255.00
Occupational Therapist Assistant	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Speech Therapist	\$65.00	\$135.00	\$84.50	\$202.50	\$84.50	\$202.50
Psychologist	\$75.00	\$150.00	\$97.50	\$225.00	\$97.50	\$225.00
Travel Registered Nurse (Specialty) Level II	\$92.00	\$228.00	\$119.60	\$342.00	\$119.60	\$342.00
Operating Room (OR) Manager	\$100.00	\$200.00	\$130.00	\$300.00	\$130.00	\$300.00
Computerized Axial Tomography Technologist	\$75.00	\$150.00	\$97.50	\$225.00	\$97.50	\$225.00
Health System Nurse Case Manager	\$60.00	\$120.00	\$78.00	\$180.00	\$78.00	\$180.00
Interventional Radiology Technician	\$65.00	\$130.00	\$84.50	\$195.00	\$84.50	\$195.00
Phlebotomist	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
Clinical Lab Scientist	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
Clinical Therapist II	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
Social Service Practitioner III	\$50.00	\$100.00	\$65.00	\$150.00	\$65.00	\$150.00
Medical Social Worker I and II	\$78.00	\$156.00	\$101.40	\$234.00	\$101.40	\$234.00
Discharge Planners	\$30.00	\$60.00	\$39.00	\$90.00	\$39.00	\$90.00
PET/CT Technologist	\$65.00	\$130.00	\$84.50	\$195.00	\$84.50	\$195.00
Interventional Radiology Technologist	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
Cook	\$30.00	\$60.00	\$39.00	\$90.00	\$39.00	\$90.00
Cook Assistant	\$27.00	\$54.00	\$35.10	\$81.00	\$35.10	\$81.00
Food Service Worker	\$27.00	\$54.00	\$35.10	\$81.00	\$35.10	\$81.00
Environmental Service Technician	\$30.00	\$60.00	\$39.00	\$90.00	\$39.00	\$90.00

12 Hour Shift Range Rate (Blended Hourly Rate)						
Classification	Regular 12 Hourly Rate Minimum	Regular 12 Hourly Rate Maximum	Overtime Rate Minimum	Overtime Rate Maximum	Holiday Rate Minimum	Holiday Rate Maximum
Registered Nurse	\$65.00	\$183.00	\$84.50	\$274.50	\$84.50	\$274.50
Registered Nurse (Specialty)	\$79.00	\$215.00	\$102.70	\$322.50	\$102.70	\$322.50
Licensed Vocation Nurse	\$64.00	\$134.00	\$83.20	\$201.00	\$83.20	\$201.00
Certified Nurse Assistant	\$45.00	\$90.00	\$58.50	\$135.00	\$58.50	\$135.00
Surgical Technician	\$63.00	\$130.00	\$81.90	\$195.00	\$81.90	\$195.00
Travel Registered Nurse	\$78.00	\$198.00	\$101.40	\$297.00	\$101.40	\$297.00
Travel Registered Nurse (Specialty)	\$92.00	\$228.00	\$119.60	\$342.00	\$119.60	\$342.00
Pharmacist	\$100.00	\$200.00	\$130.00	\$300.00	\$130.00	\$300.00
Pharmacy Technician	\$36.00	\$106.00	\$46.80	\$159.00	\$46.80	\$159.00
Pharmacy Assistant	\$36.00	\$106.00	\$46.80	\$159.00	\$46.80	\$159.00
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Respiratory Care Practitioner	\$75.00	\$150.00	\$97.50	\$225.00	\$97.50	\$225.00
Cardiac Sonographer (Echocardiography Tech)	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Electroencephalographer (EEG)	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
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Occupational Therapist	\$85.00	\$170.00	\$110.50	\$255.00	\$110.50	\$255.00
Occupational Therapist Assistant	\$55.00	\$125.00	\$71.50	\$187.50	\$71.50	\$187.50
Speech Therapist	\$65.00	\$135.00	\$84.50	\$202.50	\$84.50	\$202.50
Psychologist	\$75.00	\$150.00	\$97.50	\$225.00	\$97.50	\$225.00
Travel Registered Nurse (Specialty) Level II	\$92.00	\$228.00	\$119.60	\$342.00	\$119.60	\$342.00
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Interventional Radiology Technician	\$65.00	\$130.00	\$84.50	\$195.00	\$84.50	\$195.00
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Clinical Therapist II	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
Social Service Practitioner III	\$50.00	\$100.00	\$65.00	\$150.00	\$65.00	\$150.00
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Discharge Planners	\$30.00	\$60.00	\$39.00	\$90.00	\$39.00	\$90.00
PET/CT Technologist	\$65.00	\$130.00	\$84.50	\$195.00	\$84.50	\$195.00
Interventional Radiology Technologist	\$55.00	\$110.00	\$71.50	\$165.00	\$71.50	\$165.00
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Cook Assistant	\$27.00	\$54.00	\$35.10	\$81.00	\$35.10	\$81.00
Food Service Worker	\$27.00	\$54.00	\$35.10	\$81.00	\$35.10	\$81.00
Environmental Service Technician	\$30.00	\$60.00	\$39.00	\$90.00	\$39.00	\$90.00

The specific rate to be paid for each classification listed above at different times will be determined by the Chief Nursing Officer at RUHS Medical Center (CNO). When a change in rate (increase or decrease) within a specific classification is authorized in writing by the CNO that change will apply to all Contractor Employees working at the Medical Center as of the authorized date as well as to any Contractor Employees beginning work at the Medical Center in the classification after that authorized date.

CONTRACTOR will provide in writing, when requested by the CNO, updated market analyses for particular classifications and recommendations on rates. However, no changes in rates will be implemented or offered until authorized, in writing, by the CNO.

Attachment 1 – Business Associate Agreement

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of the **Nursing Services** (the “Underlying Agreement”) between the County of Riverside (“County”) and **ProLink Healthcare, LLC** (“Contractor”) and shall be effective as of the date the Underlying Agreement is approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the 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 created by or 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 of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or 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, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

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

WHEREAS, the Parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. “Breach” when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
 - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
 - N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify 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. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting 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. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
- 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or 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 to 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 agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to 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 Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, 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.

- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

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

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
- 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 5. Ensure compliance with the Security Rule by Contractor's workforce;
 6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
 - 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of 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, death, or any other element of any kind or nature 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. 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.
- C. 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 County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. 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.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the 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 are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) 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 that 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.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **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 HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager
County HIPAA Privacy Officer Address: 26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number: (951) 486-6471
County HIPAA Privacy Fax: (951) 486-4475






Prolink Healthcare - County of Riverside PSA 11.29.22

Final Audit Report

2022-11-29

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