

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



ITEM: 15.3  
(ID # 22435)

**MEETING DATE:**  
Tuesday, July 18, 2023

**FROM :** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and approve the Professional Service Agreement with Weatherby Locums, Inc. for Physician Locum Tenens Coverage for one year, effective July 1, 2023 through June 30, 2024, with the option to renew for two additional one-year periods through June 30, 2026, All Districts. [Total Agreement Cost \$6,000,000, Cost per Fiscal Year \$2,000,000, up to \$200,000 in Additional Compensation Annually, 100% - Hospital Enterprise Fund 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Weatherby Locums, Inc., for Physician Locum Tenens Coverage for an annual amount of \$2,000,000 for a total of \$6,000,000, effective July 1, 2023 through June 30, 2024, with the option to renew for two additional one-year periods through June 30, 2026, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total annual cost of the agreement.

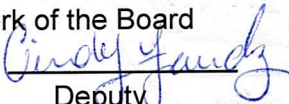
**ACTION:Policy**

  
Jennifer Cruikshank, Chief Executive Officer – Health System 6/28/2023

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: July 18, 2023  
xc: RUHS-MC

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy



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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,000,000	\$2,000,000	\$6,000,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% - Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 – 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System-Medical Center (RUHS-MC) is requesting to enter into a new Agreement with Weatherby Locums, Inc., for Physician Locum Tenens coverage. This Agreement will ensure that RUHS-MC is able to provide the necessary staffing of physicians to assist RUHS-MC to meet the healthcare needs of all patients.

During periods of surges, RUHS-MC’s patient census has resulted in an increase of up to 100 additional patients per day, thus increasing the demand for physician staffing services. Furthermore, RUHS-MC is experiencing challenges in maintaining appropriate levels of physician staffing within its inpatient and critical care units. This Agreement will allow RUHS-MC to continue utilizing the additional physician staffing resources made available by Weatherby Locums, Inc. to help offset those challenges.

**Impact on Residents and Businesses**

These services are a component of RUHS’s system of care aimed at improving the health and safety of its patients and the community.

**Contract History and Price Reasonableness**

On February 23, 2022, the Purchasing Agent executed a Professional Service Agreement for Physician Locum Tenens Coverage with Weatherby Locums, Inc. effective February 23, 2022, through December 31, 2022, not to exceed the annual amount of \$250,000.

On December 15, 2022, the Purchasing Agent executed a First Amendment to the Agreement, effective November 1, 2022, to extend the period of performance through June 30, 2023, and increase the maximum compensation by \$500,000 from \$250,000 to \$750,000 per county fiscal year.

On January 31, 2023, Agenda item 15.1, the Board approved a Second Amendment to the Agreement, effective January 1, 2023, through June 30, 2023, to increase the maximum annual compensation by \$1,250,000 from \$750,000 to \$2,000,000 to account for the increase in patient census.

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

This Agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and the \$750,000 delegation threshold for contracting with a single vendor for physician services per Resolution 2021-116.

*Meghan Hahn*  
Meghan Hahn, Deputy Director of Procurement

6/30/2023

*Jacqueline Ruiz*  
Jacqueline Ruiz, Sr. Management Analyst

7/10/2023

*Gregg Gu*  
Gregg Gu, Chief Deputy County Counsel

6/30/2023

**PROFESSIONAL SERVICE AGREEMENT**

**For**

**PHYSICIAN LOCUM TENENS COVERAGE**

**between**

**COUNTY OF RIVERSIDE**

**And**

**WEATHERBY LOCUMS, INC.**



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This Agreement, made and entered into this 1st day of July, 2023, by and between **Weatherby Locums, Inc.**, a Florida corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE (herein referred to as "COUNTY"), a political subdivision of the State of California on behalf of Riverside University Health System, (herein referred to as "RUHS"), sometimes collectively referred to as the "Parties or individually referred to as a "Party". The Parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR is a locum tenens staffing company that shall present physicians ("Physician(s)") to provide clinical services to COUNTY on a temporary basis ("Physician Coverage") for the time periods requested by COUNTY ("Assignment(s)"). CONTRACTOR shall provide such services as outlined and specified in Exhibit A, Scope of Services.

**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 use best efforts to 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. 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 July 1, 2023 and continues in effect through June 30, 2024, with the option to renew for two (2) additional one (1) year periods by way of written amendment, 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 and expenses incurred in accordance with Section 3.3 of this Agreement. Maximum payments by COUNTY to CONTRACTOR shall not exceed two million dollars (\$2,000,000) annually, 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 A and the Confirmation for the related assignment, 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 and signed by both Parties. 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 only in accordance with an invoice submitted to COUNTY by CONTRACTOR. Fees are determined based on Physician's work record and are billed to COUNTY on a regular basis. Any travel and housing arrangements shall be made in accordance with COUNTY's policies. COUNTY agrees to provide CONTRACTOR with a copy of its travel and housing reimbursement policies. COUNTY agrees reimburse for such expenses that comply with its policies and are submitted with the required documentation, including receipts with any invoices that include travel and housing expenses. CONTRACTOR shall submit invoices on a weekly basis. Payment is due within thirty (30) days from receipt of undisputed invoices and shall be made to CONTRACTOR only after services have been rendered. Copies of invoices shall be sent to:

Riverside University Health System  
Attn: Hospital Administration (Chief Medical Officer)  
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.

**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 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.** Either Party may terminate this Agreement without cause upon 30 days written notice served upon the other Party stating the extent and effective date of termination.

**5.2** COUNTY may, upon ten (10) 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 other than monies due for services provided up to the date of termination.

5.6 Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CONTRACTOR the Physicians and for COUNTY its physicians and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. If an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

5.7 COUNTY agrees to conduct the credentialing verifications for each Physician outlined in Exhibit B attached hereto and incorporated by reference.

5.8 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**

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 represents to the best of its knowledge 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 represents to the best of its knowledge 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 upon becoming aware 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** To the extent applicable to its locum tenens staffing services, 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 with respect to the physician locum tenens staffing services merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. Notwithstanding the foregoing or anything contained in the Agreement to the contrary, Physicians are independent contractors of CONTRACTOR. CONTRACTOR shall be responsible for compensating Physicians directly. As independent contractors, CONTRACTOR does not make clinical decisions for Physicians and does not otherwise direct or control the clinical services furnished by Physicians. CONTRACTOR's interest is in furnishing physician locum tenens staffing services. CONTRACTOR makes no guarantee regarding any Physician and specifically disclaims the same.

**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. As used in this Section 10, "subcontractor(s)" shall not include the Physicians.

**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.

**11.2** Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session via teleconferencing 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 applicable 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**

Neither Party shall 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 either Party 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.

**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-Medical Center  
26520 Cactus Avenue  
Moreno Valley, CA 92555

**CONTRACTOR**

Weatherby Locums, Inc.  
6451 North Federal Highway, Ste 800  
Fort Lauderdale, FL 33308

**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. To the extent applicable to its locum tenens staffing services, CONTRACTOR agrees to furnish the required data 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](http://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 but only in proportion to and to the extent directly arising out of the services performed pursuant 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. CONTRACTOR'S foregoing obligation to indemnify and hold harmless shall specifically exclude the acts and omissions of the Physicians furnishing services under this Agreement.

**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 on CONTRACTOR's commercial general liability insurance policy only.

**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. Notwithstanding the foregoing, it is understood and agreed that the Physicians are independent contractors of CONTRACTOR. As independent contractors, CONTRACTOR does not furnish Workers' Compensation or Employer's Liability coverage for Physicians.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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 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.

**D. 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 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, CONTRACTOR agrees to provide thirty (30) days written notice 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. Such endorsement shall be in the form of a blanket endorsement.

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, with thirty (30) days advance written notice to CONTRACTOR, 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) Upon CONTRACTOR's knowledge of a third party claim or an event that may give rise to a claim, CONTRACTOR agrees to notify COUNTY as soon as practicable of such claim or event 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 such consent shall not be unreasonably withheld. 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 applicable 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** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

WEATHERBY LOCUMS, INC., a Florida corporation

By: [Signature]

By: DocuSigned by: Natalie Eckart B582AC4A20D1424...

Name: KEVIN JEFFRIES

Name: Natalie Eckart

Title: Chair, Board of Supervisors

Title: Director

Date: 07/18/2023

Date: 6/26/2023

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: Gregg Gu  
Gregg Gu  
Chief Deputy County Counsel

EXHIBIT A





## SCOPE OF SERVICES

### 1.0 CONTRACTOR Responsibilities:

- A. After arrangements are made for a Physician to furnish Physician Coverage in response to a requested Assignment, and upon COUNTY's written acceptance of said Physician via electronic mail, CONTRACTOR will confirm the requested Assignment in writing via an acknowledgment sent to COUNTY ("Confirmation"). Each Confirmation shall include the name and specialty of Physician furnishing services hereunder, the dates and location of the Assignment, the Fees for the Assignment (as defined below), the applicable Contract Buyout Fee (as defined below) and deviations to this Agreement for that Assignment, if any. All Assignments are binding and subject to the cancellation provisions below once COUNTY has signed the Confirmation. COUNTY agrees to return signed Confirmations within two (2) business days of receipt or promptly object to incorrect Confirmations.
- B. CONTRACTOR shall require that any Physician furnishing Physician Coverage hereunder to be appropriately licensed to practice medicine in the State of California and board certified in the specialty for which the Physician is presented as qualified to provide services.
- C. CONTRACTOR guarantees that it has not been excluded from participation in the federal health programs as described herein. With respect to Physicians, represents to the best of its knowledge that no Physician providing services hereunder has been excluded from participation in the federal health care programs, pursuant to sections 1128 and 1156 of the Social Security Act.
- D. CONTRACTOR further guarantees that it is registered to do business in the State of California.
- E. Assignment of Billing Rights, Chart Documentation.
  - 1) CONTRACTOR will require that Physician promptly execute such documents as are reasonably required to assign Physician's professional billing rights to RUHS for services rendered under this assignment.
  - 2) CONTRACTOR will require Physician to promptly complete chart documentation. RUHS shall furnish Physician with orientation to RUHS's charting processes at the start of an Assignment and furnish Physician adequate time to complete charting during the Assignment.
  - 3) RUHS will inform CONTRACTOR if any medical records are incomplete to allow CONTRACTOR the opportunity to resolve the issue prior to the Physician's departure from the Assignment. RUHS will take all reasonable measures to complete transcription prior to Physician's department from the Assignment.
- F. CONTRACTOR will require Physician to comply with COUNTY's policies and procedures and all applicable professional standards, laws, rules, regulations and Joint Commission standards under which RUHS is accredited. RUHS will inform Physician of RUHS policies and procedures.

### 2.0 COUNTY / RUHS Responsibilities:

- A. COUNTY will provide each Physician with workspace at its facilities, as appropriate, which, in the judgment of the COUNTY, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including, but not limited to, providing appropriate security and physical restrictions. CONTRACTOR contractually requires that each Physician not

remove Protected Health Information (PHI) from COUNTY premises in any form. COUNTY will provide reports and analysis needed by Physician to complete its deliverables, however such reports and analyses will remain the property of COUNTY and be returned upon to it no later than the date of termination of this Agreement.

- B. RUHS shall provide additional practice details and work schedule, the details of which shall be outlined in writing. RUHS will not request Physician to perform work which materially deviates from such practice details.
- C. RUHS acknowledges that it is responsible for its facilities, equipment, practice methods and environment, protocols, and staffing levels.
- D. RUHS is responsible to provide reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

**3.0 Violations of Law:**

CONTRACTOR's primary role is to provide the services described in this Agreement. It is expected that CONTRACTOR and Physician will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONTRACTOR or Physicians while on Assignment with COUNTY.

**4.0 Information Technology Network:**

The COUNTY will ensure Physician has access to COUNTY network as required to perform necessary services under the engagement. CONTRACTOR will require that Physician use such network only in accordance with COUNTY's policies and procedures and Physician will complete its training in those responsibilities before beginning work under this contract.

**5.0 Travel and Housing Arrangements:**

For each Assignment CONTRACTOR shall make arrangements for and provide for Physicians:  
a) reasonable lodging; b) general travel and other actual and necessary expenses related to the assignment ("Travel and Housing"). Subject to approval by COUNTY'S Contract Administrator or his/her designee, COUNTY agrees to reimburse CONTRACTOR for the cost of Travel and Housing only if such expenses are in compliance with the County's travel and expense policy - <http://www.rivcocob.org/boardpolicies/policy-d/POLICY-D01.pdf>. All reimbursable expenses must be preapproved by COUNTY'S Contract Administrator or designee.

**6.0 Cancellation of Assignment:**

For all confirmed Assignments (as evidenced by COUNTY's signature on the Confirmation for the related Assignment), COUNTY must provide to CONTRACTOR written notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon receipt. If COUNTY provides less than thirty (30) days' notice of cancellation, COUNTY shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Cancellation Fee"). COUNTY shall also be responsible for payment of other actual expenses that may result from cancellation of an Assignment, including but not limited to Travel and Housing costs ("Costs"). Notwithstanding the foregoing, and provided that COUNTY communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, if a Physician is not granted privileges required for any Assignment or does not meet Client's minimum credentialing requirements, then COUNTY shall not be liable for any Damages or Costs associated with cancellation. CONTRACTOR may request that COUNTY provide documentation evidencing that Physician does not meet COUNTY credentialing requirements or was not granted privileges.

#### **7.0 Removal of Physician for Reasons Relating to Competence:**

Should COUNTY determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence at any time during the Assignment, COUNTY shall communicate to CONTRACTOR the reason for the removal request in advance of removal and cooperate with CONTRACTOR in providing necessary risk management information. Neither CONTRACTOR nor COUNTY will remove a Physician from an Assignment for discriminatory reasons. CONTRACTOR shall work closely and directly with the Chief Medical Officer or designee to implement any of the above components.

#### **8.0 Inability to Fill Requests for Physician Coverage**

CONTRACTOR does not guarantee the ability to fill Assignments requested hereunder. If a Physician for a binding Assignment cancels, CONTRACTOR shall exercise best efforts to present a replacement Physician but shall have no other liability.

#### **9.0 Non-Solicitation**

COUNTY covenants not to recruit or encourage third parties to recruit Physicians provided by CONTRACTOR. CONTRACTOR acknowledges that as a Public employer COUNTY is required to advertise available positions and interview qualified candidates that apply for those positions. Such advertising and hiring will not be deemed as "recruitment" or a violation of the covenant set forth above.

#### **10.0 Change in Worksite Location**

Should COUNTY wish to change the location of the worksite during any Assignment, it agrees to secure CONTRACTOR's advance permission.

#### **11.0 Maximum annual payments by COUNTY to CONTRACTOR shall not exceed two million dollars (\$2,000,000) annually, including all expenses. COUNTY and CONTRACTOR shall cooperate in monitoring the maximum payments made by COUNTY to CONTRACTOR**

**EXHIBIT B**  
**Credentialing Summary Checklist**

**Credentialing/Recredentialing Checklist**  
**Licensed Independent Practitioners**

- Initial Credentialing/Privileging  
 Recredentialing/Privileging (Required every two years)

Provider Name: \_\_\_\_\_

Provider Type:

- Physician  
 Dentist  
 Physician Assistant  
 Nurse Practitioner

Credentials and Privileging	Type of Verification	Verification Source	Date Verified or Reviewed	Initials of Person Who Verified or Reviewed	Expiration Dates, as applicable
Licensure	Primary	State Licensing Board			
Curriculum Vitae <i>(For recredentialing obtain attestation by practitioner that CV has not changed since initial credentialing)</i>		Copy of CV			
Education/Training (Not required for recredentialing) 1. Graduation from medical school 2. Residency 3. Board Cert. if applicable	Primary (confirm that that the highest of the three levels of education has been appropriately verified)	ECFMG ABMS AOA AMA			
Board Certification <input type="checkbox"/> Yes <input type="checkbox"/> No					
Current Competence to Practice	Primary	CME's if not Board Certified			
Health/Fitness <i>(ability to perform requested privileges)</i>	Confirmed statement	Confirmed statement			
DEA	Secondary	Copy of DEA			

Credentials and Privileging	Type of Verification	Verification Source	Date Verified or Reviewed	Initials of Person Who Verified or Reviewed	Expiration Dates, as applicable
Malpractice Insurance, if applicable	Secondary	Copy of malpractice insurance			
NPDB Query by center or a self-query provided by the practitioner	Required, if reportable	NPDB			
Government issued Picture ID <i>(Not required for recredentialing)</i>	Secondary	Drivers License or other appropriate ID			
Immunization Status Current <input type="checkbox"/> Yes <input type="checkbox"/> No	Secondary	Confirmed Statement			
PPD Status Current <input type="checkbox"/> Yes <input type="checkbox"/> No	Secondary	Confirmed Statement			
Life support training	Secondary	Copy of training certificate			
Hospital Admitting Privileges	Secondary	Attestation by provider, include name of hospitals and status			
Verification of current competence to provide services specific to each of the center's care delivery settings	Primary Source, based on peer review of credentials presented	Approval by Medical Director or jointly by medical staff, Medical Director and CEO			
Quality/Clinical Improvement Performance <i>(Recredentialing only)</i>		Assessment of identified performance <i>(e.g. peer review process, clinical performance)</i>			

## Cred/Recred LIP Checklist

Disclaimer about this document <http://hpic.hrsa.gov/technicalassistance/resources/center/disclaimers.html>

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