

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

726



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
June 4, 2013

**SUBJECT:** Professional Services with Morrison Management Specialists, Inc.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Ratify and authorize the Chairman of the Board to execute the Professional Services Agreement with Morrison Management Specialists, Inc., without securing competitive bids, in accordance with Ordinance 459.4 effective May 1, 2013 through April 30, 2014, for an annual aggregate amount not to exceed \$290,000; and,
- 2) Direct County Purchasing and Fleet Services on behalf of Riverside County Regional Medical Center to release a request for proposal (RFP), if services are required after April 30, 2014, to seek a new contract through the competitive bid process.

(continued on Page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$290,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis*  
DATE: *5/21/13*  
Purchasing: *Mark Spiller*  
Departmental C. *Mark Spiller*  
Assistant Director

Policy  
 Consent  
 Policy  
 Consent

2013 JUN 5 10:30 AM  
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: ATTACHMENTS FILED District: All Agenda Number:

WITH THE CLERK OF THE BOARD

3-43

**SUBJECT:** Professional Services Morrison Management Specialists, Inc.

**BACKGROUND:**

There have been changes to the interpretation of Federal Centers for Medicaid and Medicare Services (CMS) Food and Nutrition Services standards, and their application by surveyors in CMS hospital surveys. RCRMC does not have sufficient internal expertise and needs the benefit of outside specialized consulting services to assist in reconfiguring RCRMC's Food and Nutrition Department to adequately meet the standards.

Morrison has a strong knowledge of CMS rules and regulations and is organized for immediate start up. They are a member of the Compass Group, the nation's only food service company exclusively dedicated to providing food, nutrition, dining and consulting services to hospitals and health systems. Morrison will provide advice and recommendations to RCRMC to ensure both clinical programs and the food and nutrition department meet regulatory compliance and applicable rules and regulations for Food and Nutrition Services.

**PRICE REASONABLENESS:**

RCRMC conducted research and consultation with other hospitals and found Morrison Management Specialist is familiar with CMS survey preparation and is the only provider capable of providing the needed service in the timeframe which the hospital requires. Morrison certifies that the prices offered are similar or equal to those offered to comparable size hospitals such as Los Angeles County, with an all inclusive fixed rate of \$24,166.67 per month.

**REVIEW/APPROVAL:**

County Purchasing  
County Counsel

DB:ns

Date: May 14, 2013

From: Douglas Bagley, Hospital Director Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Morrison Management Specialists, Inc.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Provide consulting services for RCRMC food and nutrition services department to meet regulatory compliance and applicable rules and regulations with Centers for Medicare and Medicaid Services (CMS).
2. **Supplier being requested:** Morrison Management Specialists, Inc.
3. **Alternative suppliers that can or might be able to provide supply/service:** None. RCRMC contacted similar types of companies such as Sodexo, Nutrition Care Systems, Inc., and ISSI however; these vendors are specifically geared to only providing catering services, vending services, or facilities management. These vendors were not familiar with the CMS survey preparation nor were they capable of providing the needed service in the timeframe which the hospital required.
4. **Extent of market search conducted:** Internet research and consultation with other comparable size hospitals.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Morrison is highly educated and knowledgeable with CMS rules and regulations and is organized for immediate start up. They are a member of the Compass Group, the nation's only food service company exclusively dedicated to providing food, nutrition, dining and consulting services to hospitals and health systems.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** RCRMC has endured several CMS surveys and has undergone complexities meeting the Conditions of Participation for dietary services. This service is greatly needed to ensure food and nutrition services within the hospital maintain its competency.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The monthly rate is an all inclusive fixed rate of \$24,166.67. Contract maximum shall not exceed \$290,000.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No



## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made effective this 1<sup>st</sup> day of June, 2013, (the "Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Medical Center (COUNTY REGIONAL MEDICAL CENTER), hereinafter referred to as the "County" or the "Hospital") with offices located at 26520 Cactus Avenue, Moreno Valley, California 92555 and MORRISON MANAGEMENT SPECIALISTS, INC. d/b/a Morrison Health Care, Inc. ("Morrison"), a Georgia corporation with offices located at 5801 Peachtree Dunwoody Road, Atlanta, Georgia 30342.

A. The Hospital desires to have Morrison provide services for the Hospital's food and nutrition services departments at Riverside County Regional Medical Center located at 26520 Cactus Avenue, Moreno Valley, California 92555 and at the County's RCRM Psychiatric Care Facility located at 9990 County Farm Road, Riverside, California 92503 pursuant to the terms and conditions set forth herein. Each location may be individually referred to as a "Facility" or collectively referred to as the "Facilities".

B. In consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties mutually agree as follows:

### **ARTICLE 1 SCOPE OF SERVICES**

1.1. **Engagement.** (a) Subject to paragraphs 1.1(b) and 1.1(c), the Hospital agrees to retain Morrison to exclusively provide the Services for the Hospital's food services program (the "Program") and Food and Nutrition Services Department (the "Department") at the Facilities, and Morrison agrees to provide the Services on the Hospital's behalf as the Hospital's agent. The Program and Department at the Facilities may at times be collectively referred to as "the Programs" or the "the Departments".

(b) Morrison is furnishing an interim director of food and nutrition services to assist the Hospital with the operation of the Programs and the Departments at the Facilities. In addition, the director will perform the following duties:

(1) Provide advice and recommendations to the County with respect to each Program's and Department's compliance with Applicable Laws, rules and regulations related to food and nutrition services;

(2) Provide advice and recommendations to the County regarding training for Department employees at each Facility; and

(3) Provide relevant Morrison programs, processes and tools and relevant Morrison regional and national support.

(c) The County understands and agrees that Morrison is not making all of Morrison's programs available to the County. The specific Morrison programs, processes and tools that Morrison will make available will be mutually agreed upon by the parties.

(d) The County is retaining Morrison to assist the County with respect to each Program's and Department's compliance with Applicable Laws, rules and regulations related to food and

nutrition services. Although Morrison has agreed to provide the Services, Morrison does not make any representations or warranties regarding the operation or performance of each Program and each Department during the term of this Agreement. The Hospital understands and agrees that the Hospital's Program and the Department at each Facility may not be in compliance with all Applicable Laws at the start of Morrison's Services and that Morrison does not make any representations or warranties as to whether, or when, the Hospital's Program and Department at each Facility will be in compliance with all Applicable Laws or as to each Program's or Department's performance on any CMS inspections on or after the Effective Date. Accordingly, the County agrees to indemnify, defend and hold Morrison harmless from any and all claims, liability, losses, demands, fines, causes of action or litigation with respect to the operation of the Programs or the Departments during the term of this Agreement.

**1.2 Personnel.** (a) Morrison will furnish an interim director of food and nutrition services. The Hospital may request removal of Morrison's interim director and Morrison will comply, provided such request is lawful, reasonably justified in writing, and Morrison is first given an opportunity to respond and address such issues consistent with this Agreement.

(b) All other personnel of the Programs and the Departments who work at the Facilities will be provided by and carried on the Hospital's payroll, and the Hospital will pay all expenses in connection with these personnel, including all wages and associated payroll costs such as payroll taxes, insurance and fringe benefits.

**1.3 Purchasing.** (a) Responsibilities for paying vendors directly for the following items are indicated below (M = Morrison; H = Hospital).

Item	Morrison/F&NS Department	Hospital
Food		H
In-service training materials and supplies		H
Office Supplies/Forms		H
Copying		H
Telephone (Local)		H
Telephone (Long Distance)		H
Postage/FedEx/DHL		H
Laundry/Linen		H
Uniforms		H
Smallwares Replacements		H
Tablewares Replacements		H
Kitchen/Dining Paper and Plastic		H
Nourishment/Floor Stock Paper		H
Menu Paper/Printing		H
Chemicals/Supplies		H
Maintenance and Repairs		H
Rented/Leased Equipment		H
Service Contracts		H
Marketing/Merchandising/CHAT	Not applicable – Morrison is not implementing its marketing, merchandising or "CHAT" training program	
Patient Education Materials		H
Travel & Education – Morrison personnel	M	

Travel & Education – Hospital personnel		H
Dues/Subscriptions		H
Licenses/Permits Related to Service of Alcohol		H
Licenses/Permits (others)		H
General Liability Insurance for Morrison	M	
Miscellaneous (first aid kits; hairnets and plastic gloves; periodic cutlery sharpening)		H
Employee Recruitment for Morrison employees	M	
Employee Recruitment for Hospital employees		H
Computer related charges for computers supplied by Morrison (database maintenance and support; computer hardware; computer software; printer paper)	Not applicable	
Computer related charges for computers supplied by Hospital		H
Safety Shoes/Belts		H
Utilities		H
Pest Control		H
Employee Physicals, Testing and Background Checks		H
Garbage/Trash Removal		H
Minor Equipment Replacement (less than \$500)		H
Major Equipment Replacement (\$500 and over)		H
Armored Car Service		H
Parking		H
Internet Access		H
Steritech Fees		H
Bank Card Charges		H
Alcohol Purchases		H

(b) If vendors extend to Morrison any company-wide credits, fees or discounts, including, without limitation, any early payment discounts, administrative fees or volume discounts, Morrison will be entitled to retain such credits, fees or discounts.

**1.4 Hospital Facilities.** (a) The Hospital will furnish Facilities that are equipped and furnished to the reasonable satisfaction of Morrison and the Hospital. The Hospital will ensure that the Facilities (including the kitchen) are in good, clean, sanitary, working condition, as of the beginning of Morrison's Services. The Hospital will maintain the Facilities and all items furnished by the Hospital (the "Property") in accordance with Applicable Law, and make all repairs or replacements to the Facilities and Property at its expense, except that Morrison shall be responsible for damage to the same caused by the gross negligence of Morrison's employees (other than as provided in Section 6.4).

(b) Oversight of cleaning responsibilities will be as follows (M = responsibility of Program managed by Morrison; H = responsibility of Hospital, not Morrison managed):

	<b>Morrison/Program</b>	<b>Hospital</b>
<b>Kitchen</b>		
Floors		H
Walls		H
Equipment	M	
Refrigerators and freezers	M	
Vents		H
Ceiling		H
Duct work		H
Light replacement		H
<b>Storage Areas for Program</b>		
Floors		H
Walls		H
Ceiling		H
Shelving	M	
<b>Cafeteria</b>		
Serving line/equipment	M	
Serving line walls		H
Serving line floors (customer side)		H
Serving line floors (kitchen side)		H
Ceiling		H
<b>Dining Area</b>		
Furniture		H
Equipment		H
Table Tops (cleaning during services hours)	M	
Floors/carpet		H
Windows/walls		H
Ceiling		H
Drapery		H
<b>Floor Stations</b>		
Equipment		H
Floors		H
Walls/ceilings		H
<b>Receiving Area for Program</b>		
Pick-up/spot mop		H
Daily cleaning		H

(c) With regard to all cafeteria and dining related areas, Morrison will be responsible for oversight of cleaning the equipment and refrigerators in the kitchen, the shelving in the storage areas, the serving line equipment, and table tops in the dining area during service hours. The Hospital will be responsible for cleaning and maintenance of the other areas and items as set forth above.

**1.5 Inventories.** (a) The Hospital will provide and maintain a fully adequate initial inventory and supply of Tablewares and Smallwares for satisfactory operating requirements, in Morrison's opinion, at the Hospital's expense.

(b) The Hospital will provide and maintain a fully adequate inventory of food and supplies to provide the Services.

## ARTICLE 2



## COMPENSATION

2.1 **Fee.** (a) Morrison will charge a monthly management fee of \$24,166.67 per month for the Services. Subject to paragraph 2.1(b), the monthly management fee will cover all costs related to the interim director of food and nutrition services provided by Morrison, including, but not limited to, the director's salary; Morrison's Management Percentage Rate charge for associated payroll costs such as payroll taxes, insurance and fringe benefits; Morrison's general liability insurance charge; and all travel related expenses (air fare, rental car, mileage, hotel, meals, etc.).

(b) Morrison's monthly management fee of \$24,166.67 per month assumes that Morrison will only provide an interim director of food and nutrition services. Morrison will not provide any additional personnel without the Hospital's prior approval.

(c) The parties will establish a new fixed monthly management fee if the parties mutually agree for Morrison to provide additional personnel to assist the interim director of food and nutrition services in connection with Morrison's Services under this Agreement. The new monthly fee will include all of Morrison's projected-related or supported expenses, including, but not limited to, the salary or wages of any Morrison personnel used to provide the Services; associated payroll costs such as payroll taxes, insurance and fringe benefits; and travel related expenses such as airfare, rental cars, mileage, hotels, and meals. Any and all changes made to this Agreement, including any adjustments to Morrison's fixed monthly fee, will be mutually agreed upon by the parties in a written amendment signed by authorized representatives of both parties.

2.2 **Invoices.** (a) Morrison will issue an invoice on the first day of each month (or the first day of Morrison's Services if Morrison starts after the first day of a month) that will charge the Hospital for the charges due under the terms of this Agreement.

(b) Payments are due within thirty (30) days of the date that the Hospital receives Morrison's invoice. Invoices shall be paid by check on or before the 30<sup>th</sup> day to a bank account designated by Morrison in Morrison's name; any sums unpaid thereafter shall bear interest at the lesser of one percent (1%) per month or the highest rate permitted under Applicable Law, accruing from the date of when payment is due.

## ARTICLE 3 TERM AND TERMINATION

3.1 (a) The parties hereto agree that the initial term of this Agreement shall be effective upon Effective Date for one (1) year, unless terminated earlier. Morrison shall commence performance based on a specified time schedule agreed upon by both parties and shall diligently and continuously perform thereafter. The Hospital may extend this Agreement on a month to month basis by written amendment accordingly.

(b) This Agreement may be terminated with cause upon thirty (30) days prior written notice to the other party (subject to a party's right to cure a material breach to the reasonable satisfaction of the party issuing the notice prior to the end of the thirty (30) day notice period).

(c) This Agreement may be terminated without cause upon sixty (60) days prior written notice to the parties.

3.2 Upon termination, all rights and obligations of the parties under this Agreement will immediately cease and terminate (except for compensation accrued and unpaid at the date of termination and the rights of Morrison and the obligations of the Hospital pursuant to Articles 6, 7 and 10, all of which will survive such termination).

**ARTICLE 4**  
**COMPLIANCE WITH LAWS**

4.1 Each party agrees to comply with all applicable laws.

4.2 Unless otherwise exempt, the Hospital will furnish and pay for all taxes, fees, assessments and licenses, including without limitation, any sales and use taxes, liquor licenses where applicable and permitted by law, personal property taxes on equipment provided to the Hospital by Morrison, imposed upon the operation of the Hospital, and including any sales and use taxes imposed on Morrison's fees or other charges to the Hospital pursuant to this Agreement.

4.3 Neither party hereto shall discriminate because of race, color, religion, sex, age, national origin, known handicap or status as a Vietnam era veteran or disabled veteran, and as further defined and prohibited by applicable federal and state government laws, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities or in offering service to patients or residents. The parties further agree to comply with the provisions of the Americans with Disabilities Act, and any changes necessary to the Hospital's Community shall be the responsibility of the Hospital.

4.4 Morrison shall comply with all state or other licensing requirements, including but no limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Morrison 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.

**ARTICLE 5**  
**PERSONNEL RESTRICTION**

5.1 The Hospital will not, either directly or indirectly, on its own behalf or in the service of or on behalf of others, divert, solicit or hire away, without Morrison's prior written approval, any Morrison management, clinical or professional personnel (whether currently employed by Morrison or not) who have rendered any Services at the Hospital, or allow such personnel to perform services directly or indirectly for the Hospital or on or from its Hospital or property. If the Hospital violates this Section 5.2, then the Hospital agrees to pay an amount equal to two (2) years' salary of such personnel, as liquidated damages and not as a penalty. Acceptance of such payment does not constitute a waiver of any other remedies or rights Morrison may have either at law or in equity, including temporary restraining orders or injunctive relief.

**ARTICLE 6**  
**INSURANCE AND INDEMNITY**

6.1 The Hospital agrees to provide and maintain commercial general liability insurance in connection with the operation of the Hospital. The Hospital agrees to maintain a minimum limit of \$1,000,000 in such insurance (\$2,000,000 in the aggregate).

6.2 Each party shall provide workers' compensation insurance as prescribed by the laws of Arizona and employer's liability insurance in the amount of \$1,000,000 which insurance shall cover all of their respective employees. Each party (the "Insuring Party") agrees to waive any and all subrogation claims that its insurance carrier may have against the other party with respect to claims made under the Insuring Party's workers' compensation insurance.

6.3 Subject to Section 6.3 hereof, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") and its directors, officers, agents and employees with respect to any and all liability, losses, claims, suits, damages, taxes, charges and demands of any kind and nature whatsoever to the extent arising out of the Indemnifying Party's negligent acts or omissions. The Indemnifying Party will not be responsible for indemnifying, defending or holding the other party harmless to the extent such liability, losses, claims, suits, damages, taxes, charges or demands of any kind and nature arises out the negligent acts or omissions of the Indemnified Party or its directors, officers, agents or employees or a third party.

6.4 Each party agrees to release the other party from any responsibility for damage to property owned or operated by either party, including the Hospital's facilities, caused by fire or other casualty. Each party agrees to notify its respective insurance carrier(s) of this release.

#### **ARTICLE 7** **FORCE MAJEURE**

7.1 Neither Morrison nor the Hospital shall have any liability for their respective failure to perform this Agreement when performance is prevented by force majeure. As used herein, the term "force majeure", shall mean any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, picketing, labor or employment difficulties, fires, acts of God, accidents or breakdowns, whether or not preventable, or any similar or dissimilar cause beyond the reasonable control of either party.

#### **ARTICLE 8** **PROPRIETARY INFORMATION**

8.1 During the term of this Agreement, each party acknowledges that it may acquire or obtain access to Proprietary Information of the other party. As used in this Agreement, "Proprietary Information" shall mean trade secrets or confidential information related to the business of Morrison, the Hospital or their respective affiliates which includes, but is not limited to, technical and nontechnical data related to the operations, computer programs, software, diet manuals, videotapes, methods, techniques, processes, finances, actual or potential customers and suppliers, existing and future products, recipes, procedure and/or personnel manuals and employees of Morrison, the Hospital and their respective affiliates. Proprietary Information also includes information which has been disclosed to Morrison or the Hospital by a third party which Morrison or the Hospital is obligated to treat as confidential.

8.2 All Proprietary Information and all physical embodiments thereof are confidential to and are and will remain the sole and exclusive property of the disclosing party. In the event the receiving party receives, obtains access or otherwise is exposed to any Proprietary Information of the disclosing party, the receiving party will, and shall cause its officers, employees and agents to, (1) hold the disclosing party's Proprietary Information in trust and in strictest confidence, (2) not produce, use, distribute or otherwise disseminate the disclosing party's Proprietary Information or any physical embodiments thereof, except to the extent necessary to aid the performance of the Services, and (3) otherwise protect the disclosing party's Proprietary Information from disclosure.

8.3 Disclosure of the disclosing party's Proprietary Information by the receiving party will not be made to any party other than employees of the receiving party who have a specific need to know such information and who have agreed to hold the disclosing party's Proprietary Information in trust and strictest confidence in accordance with the terms of this Agreement. The receiving party will take reasonable precautions to prevent disclosure of the disclosing party's Proprietary Information.

8.4 Upon request by the disclosing party, and in any event upon termination of this Agreement, the receiving party shall return all property belonging to the disclosing party, including without limitation, all tangible materials containing or embodying the disclosing party's Proprietary Information then the receiving party's custody, control or possession.

## **ARTICLE 9**

### **MISCELLANEOUS**

9.1 All notices and communications permitted or required by this Agreement shall be in writing and shall be mailed by certified or registered mail, return receipt requested, postage prepaid or hand delivered to the other party, at the address set forth above (or at such other address as either party shall designate in writing to the other party during the term of this Agreement). Notices shall be deemed received upon actual receipt by the addressee.

9.2 In case one or more of the provisions contained in this Agreement, or parts hereof, should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part hereof, had never been contained herein.

9.3 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, notwithstanding any additional, conflicting or different terms that may be contained in any quotation, acknowledgement, confirmation, purchase order, invoice, billing, or other form of either party. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties hereto specifically referencing this Agreement and by direct reference therein made a part of this Agreement.

9.4 This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by the Hospital and Morrison, and its lawful successors, representatives and assigns and shall be assignable by the Hospital only upon the prior written approval of Morrison.

9.5 Each party shall assume its own costs for the expenses of litigation that it incurs to enforce this Agreement, including reasonable attorney's fees. No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

9.6 This Agreement will be governed by and construed in accordance with the laws of the State of California. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement.

9.7 All headings and captions appearing herein are inserted for purposes of convenience and reference only, and shall not be used to construe or interpret any provision hereof.

9.8 Anything herein to the contrary notwithstanding, the parties acknowledge and agree that Morrison is an independent contractor and this Agreement does not constitute or appoint Morrison as an agent of the Hospital, which agency is hereby expressly disclaimed by Morrison and the Hospital. The Hospital will have no right to control the means or method by which Morrison performs the Services; the sole interest of the Hospital in such respect is to ensure that the Services are performed in a competent, efficient, professional and satisfactory manner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

WITNESS:

  
\_\_\_\_\_

MORRISON MANAGEMENT SPECIALISTS, INC.  
d/b/a MORRISON HEALTH CARE, INC.

By   
\_\_\_\_\_

As its RUP  
\_\_\_\_\_

Date 5-15-13  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_

RIVERSIDE COUNTY REGIONAL MEDICAL  
CENTER

By \_\_\_\_\_

As its \_\_\_\_\_

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS DATE