

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

816



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
January 8, 2015

SUBJECT: Approval for the Professional Services Agreement Other than Low Bid with Johnson Gray Advertising. [All Districts; \$975,000, Hospital Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to execute the Professional Services Agreement with Johnson Gray Advertising to provide website and marketing services effective January 1, 2015 with the option to renew annually for four years in one-year increments not to exceed \$195,000 annually; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise annual renewal options, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, and to allow the Purchasing Agent to increase the compensation amount not more than ten percent of the aggregate amount.

BACKGROUND:

Summary

Riverside County Regional Medical Center (RCRMC) and Ambulatory Division of Riverside County Health System (RCHS) are undergoing a challenging transformation precipitated by the Affordable Care Act and a rapidly changing healthcare economy.

RCIT: *Christopher M. Hans*
Christopher M. Hans, CIO
Received and Approved

Zareh H. Sarrafian
Zareh H. Sarrafian, Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 195,000	\$ 195,000	\$ 975,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Hospital Enterprise Fund 100%

Budget Adjustment: No
For Fiscal Year: 14/15-18/19

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Benoit
Date: January 27, 2015
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board

BY: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-14

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Esteban Hernandez*
 DATE: 1/13/15
 PURCHASING & FLEET SACS
 ANITA C. WILLIS
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *1-8-15*

- ☐ A-30
- ☐ Positions Added
- ☐ 4/5 Vote
- ☐ Change Order

BACKGROUND:

Summary (continued)

RCHS desires to recapture former patients and attract new patients from an expanded and diverse payer mix. Doing so will require the hospital and clinics to rebrand and market themselves, a process that includes adoption of a new name, a new and vibrant brand identity, and the development of an integrated state-of-the-art website, along with accompanying materials to promote key health, community and educational services to target audiences and stakeholders. Services from a seasoned healthcare marketing consultant are crucial to supporting the health system's rebranding efforts, and in the development of materials and marketing strategies to inform patients and communities about growing, complex network of medical services and healthcare professionals.

Riverside County has made a significant investment in restoring the health system to fiscal viability and repositioning the system to expand and diversify the insurance payer mix. The website will facilitate a strong social media presence and serve a variety of users including patients, insurers, employees, and healthcare professional interested in medical residence and ancillary education programs.

Impact on Citizens and Businesses

The Hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. Establishing access to a quality health system that has historically been available only to lower income individuals will have positive impacts on the businesses and residents across the Inland region. Businesses will benefit from an additional option for quality, affordable health services to offer their families and employees. The local economy will reap positive benefits from the presence of a thriving regional health system that is served by a well-paid, educated workforce, and where patients of all incomes can obtain high quality healthcare services that now seek providers in neighboring counties.

Contract History and Price Reasonableness

The Economic Development Agency (EDA) on behalf of the health system released a Request for Proposal (RFP), mailing solicitation to 18 companies and advertising on the EDA's Internet site. Eighteen responses were received, with proposals submitted by 18 vendors.

The proposals were reviewed by an evaluation team consisting of executive leadership from the healthcare system, the Executive Office, and the Economic Development Agency. The evaluation team reviewed and scored each proposal based on the bidders' experience in the Southern California healthcare marketplace, their costs, materials and presentations. Johnson Gray was not the lowest bid however, the lowest bids did not include website design and/or the bidder had insufficient healthcare/hospital marketing experience. Product demonstrations were held at the EDA offices. Johnson Gray was selected as the most responsive/responsible vendor, submitting a scope of work cost that shall not exceed \$195,000. The other bidders' proposed fees that ranged from \$1.45 million to \$ 67,820.

Concurrence

RCIT concurs with this request.

1 **PROFESSIONAL SERVICE AGREEMENT**

2 **for**

3 **Marketing Consulting Services**

4
5 **Between**

6 **Johnson Gray Advertising, Inc.**

7
8 **and**

9
10 **County of Riverside**



1 THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered
2 into this 7th day of January, 2015, by and between JOHNSON GRAY ADVERTISING, INC.,
3 ("JOHNSON GRAY"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of
4 California, ("COUNTY"). The parties agree as follows:

5 **1. Description of Services**

6 **1.1** The COUNTY desires the services of JOHNSON GRAY to provide marketing
7 services consulting to develop and execute a marketing and re-branding campaign on behalf of
8 its Riverside County Health System (RCHS) comprised of the Riverside County Regional
9 Medical center (RCRMC), 60 hospital-based primary and specialty outpatient clinics, 10
10 community based family health centers as well as a component of mental health and
11 psychiatric services. This process will include re-naming the hospital (if deemed practicable
12 and appropriate) and medical system clinic system to better reflect their roles as a quality
13 patient centered institution that is supported by longstanding and prestigious academic
14 affiliations. The scope of work shall also include design and development of the Riverside
15 County Health System website as further set forth in the COUNTY's Request for Proposals
16 dated July 17, 2014 and JOHNSON GRAY's responses dated August 8, 2014, and are
17 incorporated herein by this reference.

18 COUNTY desires to partner with JOHNSON GRAY to provide marketing, website design and
19 related services in order to effectuate COUNTY's marketing and re-branding plan for RCHS.
20 Johnson Gray shall provide marketing and related services as outlined and specified in Exhibit
21 A, SCOPE of SERVICES, attached hereto and incorporated by this reference at the not to
22 exceed fee stated in Paragraph 3.1.

23 **1.2** JOHNSON GRAY represents that it has the skills, experience and knowledge
24 necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this
25 representation. JOHNSON GRAY shall perform to the satisfaction of the COUNTY and in
26 conformance and consistent with the highest standards of firms/professionals in the same discipline
27 in the State of California.

1 **1.3** JOHNSON GRAY affirms this it is fully apprised of all of the work to be performed
2 under this Agreement; and JOHNSON GRAY agrees it can properly perform this work at the fee
3 stated in Paragraph 3.1. JOHNSON GRAY is not to perform services or provide products outside of
4 the Agreement, unless by written request by the COUNTY.

5 **1.4** Acceptance by the COUNTY of JOHNSON GRAY'S performance under this
6 Agreement does not operate as a release of JOHNSON GRAY'S responsibility for full
7 compliance with the terms of this Agreement.

8 **2. Term**

9 **2.1** The term of this Agreement shall be for one (1) year commencing on February
10 1, 2015. This Agreement, at the option of the COUNTY, may be renewed annually in one year
11 increments, up to a maximum of four (4) annual renewals.

12 **3. Compensation**

13 **3.1** The COUNTY shall pay JOHNSON GRAY for services provided in Section 1.1
14 for the SCOPE OF SERVICES further defined in Exhibit A. Total compensation by COUNTY to
15 JOHNSON GRAY shall not exceed One Hundred Ninety Five Thousand Dollars (\$195,000) per
16 year, including all expenses. The COUNTY is not responsible for any fees or costs incurred
17 above or beyond the contracted amount.

18 **3.2** JOHNSON GRAY shall be paid only in accordance with an invoice submitted to
19 COUNTY by JOHNSON GRAY and COUNTY shall pay the invoice within thirty (30) working days
20 from the date of receipt of the invoice. Prepare invoices in duplicate. For this Agreement, send the
21 original and duplicate copies of invoices to:

22 Riverside County Regional Medical Center

23 Attention: Chief Financial Officer

24 26520 Cactus Avenue

25 Moreno Valley, California 92555

26 a) Each invoice shall contain a minimum of the following information:
27 invoice number and date; remittance address and an invoice total.

1 b) In accordance with California Government Code Section 926.10,
2 COUNTY is not allowed to pay excess interest and late charges.

3 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
4 fiscal year end is contingent upon and limited by the availability of COUNTY funding from which
5 payment can be made. No legal liability on the part of the COUNTY shall arise for payment
6 beyond June 30 of each calendar year unless funds are made available for such payment. In
7 the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify
8 JOHNSON GRAY in writing; and this Agreement shall be deemed terminated and have no
9 further force and effect.

10 **4. Alteration or Changes to the Agreement**

11 **4.1** The Board of Supervisors is the only authorized COUNTY representative who
12 may at any time, by written order, make alterations to this Agreement. If any such alteration
13 causes an increase or decrease in the cost of, or the time required for the performance under
14 this Agreement, an equitable adjustment shall be made in the Agreement price or delivery
15 schedule, or both, and the Agreement shall be modified by written amendment accordingly.

16 **4.2** Any claim by JOHNSON GRAY for additional payment related to this Agreement
17 shall be made in writing by JOHNSON GRAY within 30 days of when JOHNSON GRAY has or
18 should have notice of any actual or claimed change in the work which results in additional and
19 unanticipated cost to JOHNSON GRAY.

20 **5. Termination**

21 **5.1** COUNTY may terminate this Agreement without cause upon 30 days written
22 notice served upon JOHNSON GRAY stating the extent and effective date of termination.

23 **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for
24 JOHNSON GRAY's default, if JOHNSON GRAY refuses or fails to comply with the terms of this
25 Agreement or fails to make progress so as to endanger performance and does not immediately
26 cure such failure. In the event of such termination, the COUNTY may proceed with the work in
27 any manner deemed proper by COUNTY.

28 **5.3** After receipt of the notice of termination, JOHNSON GRAY shall:

1 (a) Stop all work under this Agreement on the date specified in the notice of
2 termination; and

3 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY
4 any materials, reports or other products which, if the Agreement had been completed or
5 continued, would have been required to be furnished to COUNTY.

6 **5.4** After termination, COUNTY shall make payment only for JOHNSON GRAY'S
7 performance up to the date of termination in accordance with this Agreement.

8 **5.5** JOHNSON GRAY's rights under this Agreement shall terminate (except for fees
9 accrued prior to the date of termination) upon dishonesty or a willful or material breach of this
10 Agreement by JOHNSON GRAY; or in the event of JOHNSON GRAY's unwillingness or
11 inability for any reason whatsoever to perform the terms of this Agreement. In such event,
12 JOHNSON GRAY shall not be entitled to any further compensation under this Agreement.

13 **5.6** The rights and remedies of COUNTY provided in this section shall not be
14 exclusive and are in addition to any other rights and remedies provided by law or this
15 Agreement.

16 **6. Reporting**

17 JOHNSON GRAY shall provide the COUNTY with reports on the status of ongoing
18 projects upon the request of COUNTY.

19 **6.1** An annual report detailing program activities.

20 **7. Conduct of JOHNSON GRAY**

21 **7.1** JOHNSON GRAY covenants that it presently has no interest, including, but not
22 limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect,
23 which would conflict in any manner or degree with JOHNSON GRAY's performance under this
24 Agreement. JOHNSON GRAY further covenants that no person or subcontractor having any
25 such interest shall be employed or retained by JOHNSON GRAY under this Agreement.
26 JOHNSON GRAY agrees to inform the COUNTY of all JOHNSON GRAY's interests, if any,
27 which are or may be perceived as incompatible with the COUNTY's interests.
28

1 **7.2** JOHNSON GRAY shall not, under circumstances which could be interpreted as
2 an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or
3 special favor from individuals or firms with whom JOHNSON GRAY is doing business or
4 proposing to do business, in accomplishing the work under this Agreement.

5 **7.3** JOHNSON GRAY or its employees shall not offer gifts, gratuity, favors, and
6 entertainment directly or indirectly to COUNTY employees.

7 **8. Review of Services**

8 **8.1** All performance shall be subject to review and approval by the COUNTY.
9 JOHNSON GRAY shall provide adequate cooperation to COUNTY representative to permit
10 him/her to determine JOHNSON GRAY's conformity with the terms of this Agreement. If any
11 services performed or products provided by JOHNSON GRAY are not in conformance with the
12 terms of this Agreement, the COUNTY shall have the right to require JOHNSON GRAY to
13 perform the services or provide the products in conformance with the terms of the Agreement at
14 no additional cost to the COUNTY. When the services to be performed or the products to be
15 provided are of such nature that the difference cannot be corrected, the COUNTY shall have the
16 right to: (1) require JOHNSON GRAY immediately to take all necessary steps to ensure future
17 performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement
18 price to reflect the reduced value of the services performed or products provided. The COUNTY
19 may also terminate this Agreement for default and charge to JOHNSON GRAY any costs
20 incurred by the COUNTY because of JOHNSON GRAY's failure to perform.

21 **8.2** JOHNSON GRAY shall establish adequate procedures for self-monitoring to
22 ensure proper performance under this Agreement; and shall permit a COUNTY representative
23 to monitor, assess or evaluate JOHNSON GRAY's performance under this Agreement at any
24 time upon reasonable notice to JOHNSON GRAY.

25 **9. Independent Contractor**

26 JOHNSON GRAY is, for purposes relating to this Agreement, an independent
27 contractor and shall not be deemed an employee of the COUNTY. It is expressly understood
28

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

11 **10. Subcontract for Work or Services**

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

17 **11. Disputes**

18 **11.1** The parties shall attempt to resolve any disputes amicably at the working level.
19 If that is not successful, the dispute shall be referred to the senior management of the parties.
20 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by
21 the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The
22 decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless
23 determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary,
24 or so grossly erroneous as necessarily to imply bad faith. JOHNSON GRAY shall proceed
25 diligently with the performance of this Agreement pending the resolution of a dispute.

26 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall
27 be obligated to attend a mediation session in Riverside County before a neutral third party
28

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

JOHNSON GRAY 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. JOHNSON GRAY 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. Non-Discrimination

JOHNSON GRAY 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, sexual orientation, 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 Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

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

1 **15. Confidentiality**

2 **15.1** JOHNSON GRAY shall not use for personal gain or make other improper use of
3 privileged or confidential information which is acquired in connection with this Agreement. The
4 term "privileged or confidential information" includes but is not limited to: unpublished or
5 sensitive technological or scientific information; medical, personnel, or security records;
6 anticipated material requirements or pricing/purchasing actions; COUNTY information or data
7 which is not subject to public disclosure; COUNTY operational procedures; and knowledge of
8 selection of contractors, subcontractors or suppliers in advance of official announcement.

9 **15.2** JOHNSON GRAY shall protect from unauthorized disclosure names and other
10 identifying information concerning persons receiving services pursuant to this Agreement,
11 except for general statistical information not identifying any person. JOHNSON GRAY shall not
12 use such information for any purpose other than carrying out JOHNSON GRAY's obligations
13 under this Agreement. JOHNSON GRAY shall promptly transmit to the COUNTY all third party
14 requests for disclosure of such information. JOHNSON GRAY shall not disclose, except as
15 otherwise specifically permitted by this Agreement or authorized in advance in writing by the
16 COUNTY, any such information to anyone other than the COUNTY. For purposes of this
17 paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or
18 other identifying particular assigned to the individual, such as finger or voice print or a
19 photograph.

20 **16. Administration/Contract Liaison**

21 The Chief Executive Officer of the RCRMC, or designee, shall administer this
22 Agreement on behalf of the COUNTY.

23 ///

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25 ///

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27 ///

28 ///

1 **17. Notices**

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

5 COUNTY OF RIVERSIDE

JOHNSON GRAY

6 Jennifer Cruikshank

Teri Rowland

7 Chief Operations Officer

V.P., Account Services

8 RCRMC

Johnson Gray Advertising, Inc.

9 26520 Cactus Street

15375 Barranca Parkway, Suite F101

10 Moreno Valley, California 92555

Irvine, CA 92618

11
12 **18. Force Majeure**

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

17 **19. EDD Reporting Requirements**

18 In order to comply with child support enforcement requirements of the State of
19 California, the COUNTY may be required to submit a Report of Independent Contractor(s) form
20 DE 542 to the Employment Development Department ("EDD"). JOHNSON GRAY agrees to
21 furnish the required data and certifications to the COUNTY within 10 days of notification of
22 award of Agreement when required by the EDD. This data will be transmitted to governmental
23 agencies charged with the establishment and enforcement of child support orders. Failure of
24 JOHNSON GRAY to timely submit the data and/or certificates required may result in the
25 contract being award to another consultant. In the event a contract has been issued, failure of
26 JOHNSON GRAY to comply with all federal and state reporting requirements for child support
27 enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and
28 Notice of Assignment shall constitute a material breach of Agreement. If JOHNSON GRAY

1 has any questions concerning this reporting requirement, please call (916) 657-0529.
2 JOHNSON GRAY should also contact is local Employment Tax Customer Service Office listed
3 in the telephone directory in the State Government section under "Employment Development
4 Department" or access their Internet site at www.edd.ca.gov.

5 **20. Hold Harmless/Indemnification**

6 **20.1** JOHNSON GRAY shall indemnify and hold harmless the County of Riverside, its
7 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
8 Board of Supervisors, elected and appointed officials, employees, agents and representatives
9 from any liability, claim, damage or action whatsoever, based or asserted upon any act or
10 omission of JOHNSON GRAY, its officers, employees, subcontractors, agents or
11 representatives arising out of or in any way relating to this Agreement, including but not limited
12 to property damage, bodily injury, or death. JOHNSON GRAY shall defend, at its sole cost and
13 expense, including but not limited to attorney fees, cost of investigation, defense and
14 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and
15 Departments, their respective directors, officers, Board of Supervisors, elected and appointed
16 officials, employees, agents and representatives in any such action or claim. With respect to
17 any action or claim subject to indemnification herein by JOHNSON GRAY, JOHNSON GRAY
18 shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to
19 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
20 provided, however, that any such adjustment, settlement or compromise in no manner
21 whatsoever limits or circumscribes JOHNSON GRAY's indemnification of COUNTY.
22 JOHNSON GRAY's obligations hereunder shall be satisfied when JOHNSON GRAY has
23 provided to COUNTY the appropriate form of dismissal (or similar document) relieving the
24 COUNTY from any liability for the action or claim involved. The specified insurance limits
25 required in this Agreement shall in no way limit or circumscribe JOHNSON GRAY's obligations
26 to indemnify and hold harmless the COUNTY.

27 **20.2** In the event there is conflict between this clause and California Civil Code
28 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

1 interpretation shall not relieve JOHNSON GRAY from indemnifying the COUNTY to the fullest
2 extent allowed by law.

3 **21. Insurance**

4 Without limiting or diminishing JOHNSON GRAY's obligation to indemnify or hold the
5 COUNTY harmless, JOHNSON GRAY shall procure and maintain or cause to be maintained,
6 at its sole cost and expense, the following insurance coverages during the term of this
7 Agreement:

8 **21.1 Workers' Compensation**

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

15 **21.2 Commercial General Liability**

16 Commercial General Liability insurance coverage, including but not limited to, premises
17 liability, contractual liability, products and completed operations liability, personal and
18 advertising injury covering claims which may arise from or out of JOHNSON GRAY's
19 performance of its obligations hereunder. The Policy shall name all Agencies, Districts, Special
20 Districts, and Departments of the COUNTY of Riverside, their respective directors, officers,
21 Board of Supervisors, employees, elected or appointed officials, agents or representatives as
22 Additional Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per
23 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
24 apply separately to this agreement or be no less than two (2) times the occurrence limit.

25 **21.3 Vehicle Liability**

26 If JOHNSON GRAY's vehicles or mobile equipment are used in the performance of the
27 obligations under this Agreement, then JOHNSON GRAY shall maintain liability insurance for
28 all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per

1 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
2 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy
3 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of
4 Riverside, their respective directors, officers, Board of Supervisors, employees, elected or
5 appointed officials, agents or representatives as Additional Insureds.

6 **21.4 Professional Liability Insurance**

7 JOHNSON GRAY shall maintain Professional Liability Insurance providing coverage for
8 JOHNSON GRAY'S performance of work included within this Agreement, with a limit of liability
9 of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If JOHNSON
10 GRAY's Professional Liability Insurance is written on a claims made basis rather than an
11 occurrence basis, such insurance shall continue through the term of this Agreement and
12 JOHNSON GRAY shall purchase at his sole expense either 1) an Extended Reporting
13 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
14 a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3)
15 demonstrate through Certificates of Insurance that JOHNSON GRAY has Maintained
16 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2)
17 or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

18 **21.5 General Insurance Provisions - All lines**

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

24 b) JOHNSON GRAY's insurance carrier(s) must declare its insurance
25 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
26 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
27 consent of the COUNTY Risk Manager before the commencement of operations under this
28 Agreement. Upon notification of deductibles or self insured retention's unacceptable to the

COUNTY, and at the election of the Country's Risk Manager, JOHNSON GRAY'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's 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.

c) JOHNSON GRAY shall cause JOHNSON GRAY'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, or 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. JOHNSON GRAY ***shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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.

1 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
2 Agreement or any extension thereof, there is a material change in the scope of services; or,
3 there is a material change in the equipment to be used in the performance of the scope of work
4 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of
5 insurance required under this Agreement and the monetary limits of liability for the insurance
6 coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment,
7 the amount or type of insurance carried by JOHNSON GRAY has become inadequate.

8 f) JOHNSON GRAY shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

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

12 **22. General**

13 **22.1** JOHNSON GRAY shall not delegate or assign any interest in this Agreement,
14 whether by operation of law or otherwise, without the prior written consent of COUNTY.

15 **22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this
16 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
17 same or of any other term of this Agreement. Failure on the part of COUNTY to require exact,
18 full and complete compliance with any terms of this Agreement shall not be construed as in any
19 manner changing the terms or preventing COUNTY from enforcement of the terms of this
20 Agreement.

21 **22.3** In the event JOHNSON GRAY receives payment under this Agreement which is
22 later disallowed by COUNTY for nonconformance with the terms of the Agreement, JOHNSON
23 GRAY shall promptly refund the disallowed amount to the COUNTY on request; or at its option
24 the COUNTY may offset the amount disallowed from any payment due to JOHNSON GRAY.

25 **22.4** JOHNSON GRAY shall not provide partial delivery or shipment of services or
26 products unless specifically stated in the Agreement.

27 **22.5** The COUNTY agrees to cooperate with JOHNSON GRAY in JOHNSON
28 GRAY'S performance under this Agreement, including, if stated in the Agreement, providing

JOHNSON GRAY with reasonable facilities and timely access to COUNTY data, information and personnel.

22.6 JOHNSON GRAY shall comply with all applicable Federal, State and local laws and regulations. JOHNSON GRAY 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, JOHNSON GRAY shall comply with the more restrictive law or regulation.

22.7 JOHNSON GRAY 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).

22.8 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.

22.9. 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.

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End of Agreement

Signatures on Following Page

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

3
4 COUNTY OF RIVERSIDE, a political JOHNSON GRAY ADVERTISING, INC.
5 subdivision of the State of California

6
7 By: Marion Ashley
8 Marion Ashley, Chairman
Board of Supervisors

By: Will Johnson
Will Johnson
President

9
10 Dated: JAN 27 2015

Dated: 1-7-2015

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: Kellie Burton
15 Deputy

16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: Anita C. Willis
20 Anita C. Willis,
Assistant County Counsel

EXHIBIT A

SCOPE OF SERVICE

The Johnson Gray Advertising, Inc. (JOHNSON GRAY) shall provide to the County of Riverside professional marketing services designed to meet the main goals in the County of Riverside Health System as listed below:

Scope of Work

The successful firm or individual will provide guidance, conduct market research for, and work with RCHS and stakeholder representatives to create, develop and implement a multi-faceted marketing, brand/identity and communication strategy which represents, highlights and successfully communicates the comprehensive mission and goals of the RCHS.

The Scope of Work includes, but is not limited to:

- Identify what differentiates RCHS from its peers and competition, and articulate a compelling brand identity that inspires the support of its broad range constituents.
 - Meet with County leaders and staff to learn about RCHS
 - Evaluate and consider existing concept marketing material created from past branding efforts.
- Identify strengths and opportunities to highlight and how RCHS can utilize them to differentiate itself.
- Develop, create and design a unique Message that clearly communicates *who* and *what* for use across all platforms – print, television, radio, social media, web, etc.
 - Facilitate group discussions with Stakeholder members to create a succinct and unified message that will promote RCHS.
- Develop a Brand/Identity that can be used independently or in combination with other County brands while still maintaining a strong system identity.
 - Assess/develop product brand, positioning and related strategies, including sub-brands and strategic alliances where appropriate.
- Develop a Marketing Strategy
 - Identify a broad range of comprehensive marketing efforts in terms of no cost, low cost and cost-effective recommendations.
- Develop, place and coordinate a Communication Strategy for appropriate media channels in identified markets, including print, digital, outdoor and social media as well as press releases and public relations.
 - Determine optimum methodology for identifying appropriate target audiences and choosing media that best reaches each target group.
 - Develop a strategic advertising plan; assist with negotiation/leverage of added value and promotions.

- Recommend a limited schedule of paid advertising to accomplish strategic goals and objectives.
- Develop strategic alliance partner advertising/marketing program to assist in expanding alliance partner base.
 - Assist in development of creative products for presentations to partners or other groups.
- Assist in development of creative strategies, updated design and content of RCHS website (www.rcrmc.org), using market research and analysis, to create a user-friendly, interactive website that reflects this RFP's marketing solutions.
 - Include a plan and training process for staff maintenance and regular updates.
- Provide strategies for comprehensive social media which should include solutions for multiple, two-way and mobile platforms.
- Provide plan for photography and videography services.
- Provide recommendations and strategies for signature events, event planning and support materials.
- Develop and manage methodology for measuring and evaluating impact and success of marketing/communication programs.
- Design and assist in the implementation of a training plan for appropriate staff to become proficient in the management of the integrated marketing system.
- Ensure that all PR materials, slogans and marks do not conflict with any other protected materials, slogans, and/or marks, including, but not limited to, those that are registered with the U.S. Patent and Trademark Office and any applicable state agencies.
- Develop a final brand, including, but not limited to Name, Tagline, Logo and Visual System. Provide recommendations for collateral material production.
- Develop use agreement for licensed material.
- Provide a final presentation of the final branding message and marketing images.