

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 9/22/15
 DATE: GREGORY P. PRIAMOS

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

404



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
 September 22, 2015

SUBJECT: Approve and ratify the Professional Service Agreement with Germane Solutions for Clinic Assessment Services for one year. Districts All; [\$135,300, Hospital Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the Chairman to execute the Professional Service Agreement with Germane Solutions for Clinic Assessments effective September 9, 2015 through June 30, 2016, not to exceed the aggregate amount of \$135,300; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement as approved by County Counsel, and to allow the Purchasing Agent to increase the annual compensation amount not more than ten percent.

BACKGROUND:

Summary

Riverside County Regional Medical Center (RCRMC) seeks to update, augment, and improve the infrastructure of its clinics related to the recent award of Federally Qualified Health Center (FQHC) status.

[Signature]
 Zareh H. Sarrafian,
 Assistant CEO – Health System

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 135,300	\$ 0	\$ 135,300	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Hospital Enterprise Fund 40050
Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: October 20, 2015
 xc: RCRMC, Purchasing

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

Prev. Agn. Ref.: | District: ALL | Agenda Number:

3-19

Purchasing & Fleet Services
[Signature]
 Teresa Summers, Assistant Director

Departmental Concurrence

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

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

FORM 11: Ratify the Professional Service Agreement with Germane Solutions for one year [All Districts; \$135,300, Hospital Enterprise Funds]

DATE: September 22, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Of the 74 clinics associated with RCRMC, 10 Family Care Centers exist under the FQHC umbrella and are located throughout the County. The recent prerequisite to full FQHC status requires various changes; the contract before the Board of Supervisors secures professional services to support the changes. There are three major work plans which will include specific assessment/implementation support, an operational assessment and financial/reimbursement support to ensure success.

Compliance terms related to the Notice of Grant Award include restating the budget to reflect the actual award and to update the New Access Point Implementation Plan. Germane Solutions will assist with operational planning and implementation to help identify several areas of operational improvement including documentation and coding by providers in the FQHC as well as scheduling. Germane is a healthcare consulting and technology firm that is comprised of a team of top industry executives with extensive real-world Graduate Medical Education (GME) experience across all types of healthcare organizations and programs. They are focused on optimizing operations, providing insights and innovative processes for better management and financial performance of existing GME programs, as well as expert planning and implementation of new programs leading to accreditation for independent and large hospital systems.

Lastly, as part of this effort, Germane will evaluate current efforts related to finance and reimbursement in order to better understand how reimbursement per visit for Medi-Cal & Medicare patients is determined and what the financial implications would be of rebasing efforts.

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. 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

Riverside County Regional Medical Center requested proposals from several companies who have similar experience in assisting and improving FQHC's to an accrual base by assessing the revenue per visit, number of visits by provider, review of visit and provider type and reimbursement services. The various proposed quotes ranged from \$50,000 to \$135,300 for the project. Although Germane did not offer the lowest aggregate cost, the scope of work they presented were more in-line with what the hospital required in improving the FQHC's. As a result, Germane Solutions was the most responsive and responsible bidder whom offered a simple and competitive fee schedule. Germane illustrated their cost across three work plans that is timely and fits within the hospital's criteria. The total, capped, not-to-exceed cost would be \$135,300 which include all expenses. Every effort will be made to minimize expenses through defraying these based on sharing with other clients in the region.

ZHS:GR:ns

PROFESSIONAL SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

and

GERMANE SOLUTIONS



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance	3
3. Compensation	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility.....	8
10. Subcontract for Work or Services.....	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities.....	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison	11
18. Notices	11
19. Force Majeure.....	12
20. Hold Harmless/Indemnification.....	12
21. Insurance	12
22. General	15
Exhibit A-Scope of Service	18
Exhibit B- Payment Provisions.....	21

This Agreement, made and entered into this 9th day of September, 2015, by and between Germane Solutions, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, through its medical center, Riverside County Regional Medical Center, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of three pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page to this Agreement.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2016, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty five thousand three hundred dollars (\$135,300) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or

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

3.2 No price increases will be permitted during this Agreement, unless mutually agreed upon by both parties and approved by County Board of Supervisors. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Medical Center

26520 Cactus Avenue

Moreno Valley, CA 92555

Attn: Executive Director, Business Development

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

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

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

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

5.4 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.

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

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

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

5.8 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 covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

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

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

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

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

Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

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

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

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 County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

CONTRACTOR

Germane Solutions
10552 Success Ln
Dayton, OH 45458

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. Hold Harmless/Indemnification

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

20.2 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.

20.3 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.

20.4 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.

21. Insurance

21.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

22. General

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

22.2 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.

22.3 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.

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

22.5 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.

22.6 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.

22.7 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.

22.8 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.

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

22.10 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).

22.11 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.

22.12 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.

COUNTY:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

CONTRACTOR:

Germane Solutions
10552 Success Ln
Dayton, OH 45458

Signature: Marion Ashley

Signature: Tracy Kulik

Print Name; Marion Ashley

Print Name: TRACY KULIK

Title: Chairman

Title: Vice President, Health Access

Dated: OCT 20 2015

Dated: 9/10/2015

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis
NEAL R. KIPNIS

DATE

ATTEST:

KEGIA HARPER-IHEM, Clerk

By:

[Signature]
DEPUTY

**CONTRACTOR
SCOPE OF WORK**

Of the 74 clinics associated with RCRMC, 10 Family Care Centers exist under the Federally Qualified Health Clinic (FQHC) umbrella and are distributed throughout the County. The specific clinics that are covered under the FQHC designation include:

Clinics in Riverside County Regional Medical Center System		
CENTER	ADDRESS	PH #
Banning Family Care Center	3055 W. Ramsey, Banning, CA 92220	(951) 922-2188
Corona Family Care Center	505 S. Buena Vista, Corona, CA 92882	(951) 272-5449
Hemet Family Care Center	880 N. State Street, Hemet, CA 92543	(951) 766-2451
Indio Family Care Center	47-923 Oasis Street, Indio, CA 92201	(760) 863-8924
Jurupa Family Care Center	9415 Mission Blvd, Riverside, CA 92509	(951) 360-8005
Lake Elsinore Family Care Center	2499 E. Lakeshore Dr, Lake Elsinore, CA	(951) 471-4201
Palm Springs Family Care Center	1515 N. Sunrise Way, Palm Springs, CA	(760) 778-2224
Perris Family Care Center	308 E. San Jacinto, Perris, CA 92570	(951) 210-1406
Riverside Neighborhood Health	7140 Indiana Ave., Riverside, CA 92504	(951) 358-6045
Rubidoux Family Care Center	5256 Mission Blvd., Riverside, CA 92509	(951) 955-5379

1.0 CONTRACTOR's WORK PLAN

The three major components of the work plan include grant funding support, an operational assessment and reimbursement support.

FQHC Planning & Assessment

Grant Funding Support	Operational Planning & Implementation	Finance & Reimbursement
<ul style="list-style-type: none"> • Grant Writing • Review Support • Conditions of Award compliance • DSPRIP Planning & Execution • Clinic volumes by type 	<ul style="list-style-type: none"> • Coding & Documentation • Billing & Collections • Provider Scheduling • GME Integration • Staffing (mix) 	<ul style="list-style-type: none"> • Cost Reporting Support • Rate Rebasing Assistance • Medicaid Certification • Medicare Certification

1.1 Work Area #1 – FQHC Assessment and Implementation Support for Health Resource and Service Administration (HRSA) Site Visit

- a) Compliance terms related to the Notice Of Grant Award that occurred on August 10th include restating the budget, budget forms and SF 424A to reflect the actual award amount (\$541,667 in Year 1) and to update Attachment 2, the New Access Point Implementation Plan to reflect the 120 day or 4-month operational readiness window. These revisions are due September 10th, with readiness to occur by December 8, 2015.
- b) In addition to supporting RCRMC with completion of these forms, CONTRACTOR shall provide support of the operational readiness to include:
 - i. Review of staffing plans including efforts to improve staffing mix
 - ii. Analysis of current clinic volumes by type (primary medical, dental, behavioral, enabling) with comparison to stated Bureau of Primary Health Care (BPHC) goals in Uniform Data Set (UDS)
 - iii. Review of quality/clinical and financial measures
 - iv. Assessment of current service area with competitive benchmark to Borrego Community Health Foundation and San Bernardino County's FQHC. In addition to the competitive service area review, Germane will revisit the current Service Area definition of the Riverside-San Bernardino County Master Service Agreement (MSA) which has remained stagnant for over 42 years. This outdated definition has impaired the ability of either County or the MSA to be eligible or fully optimize federal health or social services grants.
 - v. Preparation and orientation of FQHC staff in advance of HRSA Site Visit and 120-day readiness
 - vi. Correlation of FQHC to California's Delivery System Reform Incentive Payment efforts underway to achieve the Centers for Medicare and Medicaid State Innovation Model
- c) The proposed timeline for this work area is as follows:
 - September 1-8: Restatement of required forms per Condition of Award
 - i. September 9-30: Review of staffing plan, clinic volumes, quality/financial measures
 - ii. October: Assessment of overall Service Area and Competitive Benchmark Analysis with review of impact of changing locations for three of the ten current clinic sites—Corona, Hemet and Jurupa.
 - iii. November: Correlation to DSRIP goals and final training, internal site visits based on HRSA's 19 Conditions in advance of December 10th deadline for operational readiness
 - iv. December: Assistance with HRSA Site Visit

Professional Fees entailed: \$40,000

1.2 Work Area #2 - FQHC Operational Assessment

- a) In addition to supporting RCRMC with grant funding support, CONTRACTOR shall assist with operational planning and implementation. It is the CONTRACTOR's understanding that the assessment identified several areas of operational improvement including documentation and coding by providers in the FQHC as well as scheduling. As a result, as part of this effort, CONTRACTOR shall conduct an initial evaluation of operational performance in order to validate current operational shortcomings and determine how best to address moving forward. Additionally, CONTRACTOR shall evaluate whether the potential exists to integrate Graduate Medical Education (GME) training in these settings in order to boost the number of providers and enhance the resident's training experience.
- b) The operational assessment component includes the following:
 - i. Initial review of coding/documentation for clinical services rendered by clinic/staff member;
 - ii. Evaluation of billing and collections to determine correlation of bill to reimbursement with detail by payer type and service rendered;

-
- iii. Assessment of provider scheduling with daily clinic schedules by provider type, location and individual;
 - iv. Evaluation of potential integration of GME in clinic locations.

Professional Fees entailed: \$40,000

1.3 Work Thread # 3 - Finance & Reimbursement

- a) Additionally, as part of this effort, CONTRACTOR shall evaluate current efforts related to finance and reimbursement in order to better understand how reimbursement per visit for Medi-Cal & Medicare patients was determined and what the financial implications would be of rebasing efforts. Initial efforts will be to determine cost base and related reimbursement by each of the ten (10) clinics.
- b) Based on discussions to date, it appears that RCMC receives a relatively low level of reimbursement per visit compared to other nearby FQHCs. Moreover, a rebasing effort could result in significantly higher payments per visit for federally insured patients. As a result, CONTRACTOR shall evaluate the potential impact of rebasing as part of this effort.
 - i. Investigate current cost reporting efforts and support;
 - ii. Assess the potential and related impact of rate rebasing given trigger event of Electronic Health Record (EPIC) due to be completed in August 2016
 - iii. Review of Medicaid and Medicare certification.

Professional Fees entailed: \$30,000

**CONTRACTOR
PAYMENT PROVISIONS**

Professional Fees & Timing

Overall professional fees will be \$110,000 across all three work areas. Any additional effort needed to assist RCRMC respond to any BPHC requests for clarification, revision or technical assistance will be billed on a time and materials basis. This is due to the unknown reception by BPHC to the initial application. Professional fees and expenses will be billed in monthly installments, in arrears. Out-of-pocket expenses for airfare, hotel, etc. will be billed at actual costs but not expected to exceed 23%. Documentation of such costs shall be included with the monthly invoice. All out of pocket expenses shall be in accordance with County policy. Airline travel shall be at best available coach fare and standard hotel room rates. Mileage shall be at the current IRS rate.

The total, **capped not-to-exceed price would be \$135,300**, with every effort to optimize expenses through defraying these based on other clients in the region.

Work Area		Tracy Kulik	Matt McCumber	Mark Simonson	Zach Leahy	
I. FQHC Assessment & Implementation Support for HRSA	Hrs Per Week	20	-	-	-	
	# of Weeks	8	-	-	-	
	Subtotal	160	-	-	-	
	Prof. Fees	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
II. FQHC Operational Assessment	Hrs Per Week	-	20	-	40	
	# of Weeks	-	4	-	4	
	Subtotal	-	80	-	160	
	Prof. Fees	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 40,000
III. Finance & Reimbursement	Hrs Per Week	-	-	20	20	
	# of Weeks	-	-	3	3	
	Subtotal	-	-	60	60	
	Prof. Fees	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 30,000
Total Engagement Hours		160	80	60	220	
Rate per hour		\$ 250	\$ 250	\$ 250	\$ 125	
Total Engagement Professional Fees		\$ 40,000	\$ 20,000	\$ 15,000	\$ 27,500	\$110,000

The sum of \$15,000 will be payable upon contract execution. Such payment will be subject to reconciliation of the work completed in subsequent invoices, and is included in the not to exceed contract price of \$135,300.