



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



ITEM
15.2
(ID # 9760)

MEETING DATE:
Tuesday, May 21, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Medical Office Building Equipment Procurement, Logistics Management and Activation Services Agreement Between County of Riverside and Vizient, Inc., District 5. [Total Cost \$1,427,000; up to \$142,700 in additional contingency – 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Medical Office Building Equipment Procurement, Logistics Management and Activation Services Agreement between the County of Riverside on behalf of Riverside University Health System and Vizient, Inc, for a period of thirteen months effective May 21, 2019 through June 21, 2020, with a total maximum contract amount of \$1,427,000, and authorize the Chairman of the Board to sign said Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total contract amount.


ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 5/1/2019

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 21, 2019
xc: RUHS-Medical Center, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 1,427,000	\$ 1,427,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund			Budget Adjustment: No	
			For Fiscal Year: 18/19-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This is not requesting new funding for the Project. This is finalizing a contract for costs Riverside University Health System-Medical Center (RUHS-MC) has already projected and anticipated in prior months.

This Agreement will provide services to coordinate the sourcing, purchasing, receiving, assembly, temporary bonded storage, staging and move in of approximately 3,000 items of equipment that will be used in the new RUHS Medical Office building in Moreno Valley within the Preliminary Project budget approved by this Board in December 2018.

On April 18, 2017, Agenda Item #3-29, the Board of Supervisors approved a Lease Agreement for the development of a Medical Office Building (MOB) on the Medical Center campus in Moreno Valley. The MOB is situated on the south side of the RUHS Medical Center directly adjacent to the existing hospital facility. The MOB will house medical services consisting of Outpatient Health Clinics for Primary Care, Women’s Health, Cardiology, Orthopedics, Pediatrics, General Surgery, Vascular Surgery in addition to 8 Operating Rooms, a Post Anesthesia Recovery Unit, an Outpatient Imaging Suite with CT scanner, MRI scanner, PET/CT scanner, Ultrasound, X-ray, Mammography, Nuclear Medicine modalities, an Outpatient Laboratory, Outpatient Diagnostic Services, an Outpatient Pharmacy, and an adult and pediatric Rehabilitation Program providing Physical Therapy, Occupational Therapy, Speech Therapy, and Cardiopulmonary Rehabilitation services

On February 27, 2018, Agenda Item #3.28, the Board approved related Professional Service Agreements for furniture and equipment design related to the MOB. These services resulted in equipment lists totaling an estimated 3,000 items that need to be procured, ordered, received and in some cases installed within the new MOB before it can open in 2020. These items include complex medical equipment such as the CT scanner, MRI scanner, PET/CT Scanner, Mammography, Laboratory analyzers, and physical rehabilitation equipment. In order to meet the Furniture, Fixtures and Equipment (FF&E) installation dates within the MOB construction schedule, RUHS has proceeded to move forward with procurement of these items by locating a third party that can focus solely on outfitting the new building. RUHS recommends specifically

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the use of a Group Purchasing Organization (GPO) for this purpose to ensure proper bidding procedures are followed and best prices are achieved.

Project Budget - The cost for procuring these items, including the costs of this Agreement providing dedicated resources for the initial procurement, temporary storage and logistics efforts, was included in the preliminary project budget approved by this Board on December 11, 2018, Item # 3.34. Vizient's direct services and related expenses were budgeted within the line for "other soft costs including move management" Category 7; the cost of warehousing and logistics services were included in "Medical Equipment" Category 6a.

Recommended Vendor: Vizient, Inc. is one of the largest member-driven, GPOs in the country. Backed by network-powered insights in the critical areas of clinical, operation and supply chain performance, Vizient empowers members to deliver cost-effective care. Vizient was founded in 2015 as the combination of VHA Inc., a national health care network of not-for-profit hospitals; University Health System Consortium, an alliance of the nation's leading academic medical centers; and Novation, the health care contracting company. It was recently named one of the 2019 World's Most Ethical Companies® by The Ethisphere Institute.

Vizient, Inc. is the GPO currently under contract with Riverside University Health System-Medical Center.

Impact on Citizens and Businesses

The MOB project will allow RUHS to deliver a wider array of healthcare related services to both the citizens and the community and create an environment that promotes health and wellness. This MOB will elevate the standard of healthcare delivery in the County of Riverside for the benefit of all; as the changing landscape of healthcare in this county is driving many hospitals and health systems to explore outpatient alternatives in order to reduce costs and improve access, volume and revenue for the patients they serve. This particular agreement will provide dedicated resources to ensure that the MOB opens on time and that time and attention is not diverted away from the important services already provided at the Medical Center and Clinics.

Contract History and Price Reasonableness

On December 11, 2018, Agenda Item #3.34, the Board approved the RUHS-Medical Center Medical Office Building Fixtures, Furnishing and Equipment Project-California Environmental Quality Act Exempt, Approval of Financing, and Approval of the Preliminary Project Budget not to exceed the amount of \$46,211,127. The item also approved the extended warranty and related enhanced maintenance contracts associated with the purchases of the RUHS MOB equipment for a sum total of \$2.5 million.

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During October – November 2018, RUHS-Medical Center researched three (3) major management/move logistic firms. Two of the three firms, KARDENT and Vizient, Inc., submitted specific proposals. An evaluation team which consisted of RUHS Executives, RUHS Value Analysis, RUHS Finance, and EDA Project Management reviewed the proposals and then conducted extensive interviews with each firm.

Vizient, Inc. was found to be most reasonable choice based on several factors which include:

- Merit of their team's experience with the logistics of large complex moves;
- Their approach to equipment logistics from warehousing and asset tagging to delivery and staging;
- Their proposed scope of services beyond just move management;
- Their unique insights into equipment procurement through the GPO process;
- Their team(s) availability to begin the project; and
- Their ability to validate the County's project equipment list with current GPO pricing, ensuring competition and possibly saving the County of Riverside money in procuring these items.

ATTACHMENTS:

Attachment A: PROFESSIONAL SERVICE AGREEMENT MEDICAL OFFICE BUILDING EQUIPMENT PROCUREMENT, LOGISTICS, MANAGEMENT AND ACTIVATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND VIZIENT, INC.


Brianna Leñtajo 5/14/2019


Teresa Summers, Director of Purchasing 5/7/2019


Gregory V. Priarios, Director County Counsel 5/9/2019

PROFESSIONAL SERVICE AGREEMENT

for

**MEDICAL OFFICE BUILDING EQUIPMENT PROCUREMENT, LOGISTICS
MANAGEMENT AND ACTIVATION SERVICES**

between

COUNTY OF RIVERSIDE

and

VIZIENT, INC.



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This Agreement, made and entered into this 21st day of May, 2019 (the "Effective Date"), by and between **Vizient, Inc.**, a Delaware corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE (herein referred to as "COUNTY"), a political subdivision of the State of California on behalf of Riverside University Health System-Medical Center, (herein referred to as "RUHS-MC"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party". The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of six (7) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

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

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

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

2. Period of Performance

2.1 This Agreement is effective as of May 21, 2019 (the "Effective Date"). This Agreement shall be effective upon the Effective Date and continues in effect until June 21, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The COUNTY 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 Any price increases or changes in the scope of work must be stated in a written amendment to this Agreement executed by both Parties.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original copies of invoices to:

Riverside University Health System

Attn: Hospital Administration, Executive Director of Facilities, Design and Development

26520 Cactus Ave

Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement, 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 reasonably decides that the facts provide reasonably sufficient justification, he shall authorize additional payment to the CONTRACTOR pursuant to the claim.

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 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.

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

5.4 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.

5.5 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.

5.6 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 reasonably 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. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR actual 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 reasonable 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, upon request, 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**

CONTRACTOR may use subcontractors for furnishing portions of the work or services under this Agreement with prior written approval of the COUNTY except CBRE who is hereby approved; 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 a court of competent jurisdiction. 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 relevant 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. 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. §1210 et seq.) and all other applicable laws or regulations.

14. 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.

15. Confidentiality

15.1 Subject to applicable public records law, The PARTIES shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; A Party's information or data which is not subject to public disclosure; a Party's operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement; Notwithstanding the expiration of Group Purchasing Master Agreement, the Parties agree that the terms of Section IV "Confidentiality" of the "Group Purchasing Master

Agreement" entered into between the COUNTY and University Health System Consortium on September 23, 2014 will apply for the term of this Agreement.

15.2 The Parties 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 Parties shall not use such information for any purpose other than carrying out the Parties' obligations under this Agreement. The Parties shall promptly transmit to the other Party all third party requests for disclosure of such information. The Parties shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the non-disclosing party, any such information to anyone other than the non-disclosing party. 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. This obligation of confidentiality shall not apply to information that: (a) is published by the disclosing party or otherwise becomes available to the public other than by a breach of this Agreement, (b) is rightfully received by the recipient from a third party not under an obligation of confidentiality, (c) is known by or independently developed by the recipient prior to disclosure by the disclosing party, or (d) is required to be disclosed pursuant to law a lawful subpoena from a court of competent jurisdiction or in response to a valid request by a governmental agency. In the event of any required disclosure under 15.2(d), the party requesting to disclose the Confidential Information shall provide reasonable advance written notice to the other party to provide the other party an opportunity to assert whatever exclusions or exemptions may be available to it under such law or regulation and object or respond to the subpoena or governmental agency to protect against the disclosure of the Confidential Information.

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

15.4 Except as expressly stated in this Agreement, (i) this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information, and (ii) no license is granted to the receiving party, by estoppels or otherwise under any patent, trademark, copyright, trade secret or other proprietary rights

15.5 Each party acknowledges that monetary damages will not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement. The non-breaching party may seek specific performance or injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Section of the Agreement without posting bond and without proof of actual damages.

16. 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.

17. Notices

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

COUNTY OF RIVERSIDE

Riverside University Health System

26520 Cactus Avenue

Moreno Valley, CA 92555

CONTRACTOR

Vizient, Inc.

Attn: Membership/Sales Operation

290 East John Carpenter Freeway

Irving, TX 75062-2710

With a copy to:

Vizient, Inc.

Attn: Legal Department

290 East John Carpenter Freeway, 7th Floor

Irving, Texas 75062-2710

18. 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.

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 business days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall

constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

20. Hold Harmless/Indemnification

20.1 To the extent permitted by law, 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 third party liability, action, claim or damage ("Claims") whatsoever based or assert upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, included but not limited to property damage bodily injury, death or any other element of any kind or nature, but only to the extent such Claims are based upon the act or omission of CONTRACTOR. CONTRACTOR shall defend, at its sole expense, all actual and reasonable 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. Neither party is responsible for losses incurred by reason of the other party's willful misconduct.

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.

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. Limitation of Liability

21.1 IN NO EVENT WILL CONTRACTOR BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR

SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; for an amount greater than three (3) times the SERVICE FEES AND Reimbursable Expenses of this Agreement. THIS LIMITATION OF LIABILITY IS FUNDAMENTAL TO THIS AGREEMENT. THE PARTIES REVIEWED AND BARGAINED FOR THESE TERMS AND NEITHER PARTY WOULD BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION.

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, personal and advertising injury, and, 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 and \$2,000,000 aggregate.

C. Products Liability / Completed Operations

Products Liability insurance coverage in the amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

D. 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 which may be satisfied through a combination of excess and/or umbrella insurance policies. Policy shall name the COUNTY as Additional Insureds.

E. 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 claim 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 and/or insurance policy provisions allow.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall 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 unless such A M Best rating is subsequently increased to A: VIII (A:8).

2) CONTRACTOR agrees to use admitted carriers in the State of California or alternatively, surplus lines carriers on the approved LASLI list.

3) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein by evidence on a certificate of insurance.

4) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) or insurance broker(s) to furnish the County of Riverside with properly executed Certificate(s) of Insurance and Endorsements effecting coverage as required herein. 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, cancellation or expiration in coverage of such insurance. CONTRACTOR shall provide thirty (30) days written notice of any material, adverse modification or reduction of insurance coverage. In the event of a material adverse 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 Certificate of Insurance and any relevant endorsements 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 Certificate (s) of Insurance and endorsements and as required in this Section. An individual authorized by the insurance carrier or insurance broker shall sign the Certificate(s) of Insurance.

5) 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.

6) 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 reasonably 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.

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, unless to a wholly owned affiliate or subsidiary, without the prior written consent of COUNTY. Such consent may not be unreasonably withheld, delayed, or conditioned. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by either Party 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 the non-breaching party 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 the non-breaching party from enforcement of the terms of this Agreement.

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

the amount disallowed from any payment due to the CONTRACTOR, unless such amounts are in dispute by the Parties.

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

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

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest so long as such products or services do not unreasonably interfere with CONTRACTOR'S ability to perform its obligation under this Agreement. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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

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

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

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

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

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

23.13 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

[This Page Intentionally Left Blank: Signature Page Follows]

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

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

By: [Signature]

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: MAY 21 2019

CONTRACTOR

By: DocuSigned by: Blaine Douglas

Name: Blaine Douglas

Title: Managing Principal

Date: 5/2/2019 | 1:40:16 PM CDT

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: 5/6/2019

SCOPE OF SERVICES

I. The services to be performed by CONTRACTOR for RUHS-MC are as follows:

A. PROJECT:

- 1) CONTRACTOR shall perform Activation Services for RUHS-MC located at 26600 Cactus Avenue, Moreno Valley, California.

B. EQUIPMENT PROCUREMENT AND LOGISTICS MANAGEMENT

1) Procurement. CONTRACTOR shall:

- i. Work with end users to survey existing conditions for various RUHS-MC departments and identify potential relocation items and document in the equipment database.
- ii. Develop a procurement strategy and procurement schedule that coincides with the construction completion schedule and discuss with RUHS-MC its procurement process, terms and conditions and any intended procurement contracts/standards.
- iii. Perform a contract alignment of the equipment specifications identifying equipment categories and CONTRACTOR's Group Purchasing Organization (GPO) contract vendors for each category in order to ensure maximum contract compliance and potentially increase share back value.
- iv. Validate Group 1 items with the end users and design team, coordinate any revisions that impact space or mechanical, engineering or plumbing design and issue revised vendor technical data and/or shop drawings to the design team, and maintain and issue a change control log for any Group 1 items.
- v. Prior to procurement, CONTRACTOR shall coordinate with RUHS-MC and end users to ensure GPO contracts alignment of anticipated medical equipment purchase and specifications, including all required options and features, and obtain approval.
- vi. Coordinate with RUHS-MC to identify desired sourcing of equipment and CONTRACTOR contracting, create purchase-ready specifications required to issue pricing requests to suppliers, submit Requests for Quotations (RFQ) or an Invitation to Quote (ITQ) to suppliers, establish and manage a sourcing schedule and timeline for the RFQ's/ITQ's and review/negotiation process, and manage the communication with suppliers regarding RFQ questions and responses.
- vii. Review supplier quotations with RUHS-MC, allowing RUHS-MC and its Project Team to confirm final selection of bids and negotiations with the suppliers.
- viii. Coordinate with RUHS-MC to prepare purchase requisition documents and issuing of purchase orders (PO's) to selected suppliers in order for PO's to be issued.
- ix. Provide an updated monthly procurement cost forecast and procurement status to RUHS-MC and Project Team during the procurement and construction stages to ensure purchases coincide with

SCOPE OF SERVICES

the construction completion schedule.

2) Logistics Management:

- i. Coordinate need by dates for all equipment under this Agreement with RUHS-MC's construction schedule and occupancy.
- ii. Work with Contractor's and Project Team, develop delivery protocols for all furnished equipment, confirm responsibilities for acceptance, offloading, storing, installation, and making of final connections and testing for Group 1 items.
- iii. Identify at least three third-party Logistics firms that could act as a receiving and warehousing location for furnished equipment, select and subcontract with a firm whose proposal is agreeable to the COUNTY. The Logistics firm must ensure a secure, bonded warehouse in a location convenient to the building site, receiving services at the warehouse, continuous inventory of the equipment stored in the warehouse, assembly of equipment as needed, and transportation of the equipment to the MOB location. The cost of this warehousing services contract shall not exceed four hundred twenty-five thousand dollars (\$425,000) and shall be billed as a pass through without mark-up to the COUNTY. Deliverables to the warehouse by vendors and delivery to the Medical Center site for placement will be coordinated by CONTRACTOR under this scope of work.
- iv. Develop a move in schedule and process for all moveable equipment to include, scheduled deliveries, offloading and delivery of materials to respective room locations, unpacking, set-up, inspection and removal of packing debris.
- v. Coordinate and schedule all vendor installations and periodic walk through to confirm rough-in requirements.
- vi. Coordinate vendor set up and certification of items as required.
- vii. Survey and inspect with RUHS-MC placement of equipment in each room and confirm specifications. Develop a punch list or action item list for all equipment related items requiring action.
- viii. Manage and close out punch list items.

3) Asset Tagging:

- i. Apply a bar code readable asset tag to each item with a unit cost greater than \$500. The submitted equipment list reflects 2,110 individual items meeting these criteria.
- ii. Assets that are highly configured with options greater than \$500 are required to make the item functional, will be tagged as a system.
- iii. Assets will be Tagged in the room or space as designated in the equipment list as the item's original location.
- iv. Provide a report to RUHS-MC indicating pertinent information including purchase order number,

SCOPE OF SERVICES

vendor, date, price paid, and location. Other fields may be available and will be coordinated with the member prior to tagging.

C. ACTIVATION SERVICES

CONTRACTOR shall perform Activation Services for medical office building space. CONTRACTOR may use CBRE to complete these Services. These services will be performed in an eight (8) step process. Steps one (1) through five (5) will be completed over a three (3) month duration of time and form the plan, schedule and budget for activation of the new facility. Activation Services are broken down into steps as described below:

- 1) Step 1 – Kickoff Meeting. The kickoff meeting will lay the groundwork for the activation process. CONTRACTOR will meet with RUHS-MC key leaders to establish the following objectives:
 - i. Identify the communication and reporting structure for the project.
 - ii. Review planned scope of work, meeting cadence and deliverables.
 - iii. Confirm objectives of the engagement and develop metrics for success.
 - iv. Finalize the list of key staff members and stakeholders that will be interviewed.
 - v. Develop project planning schedule.
- 2) Step 2 – Stakeholder / Staff Interviews. CONTRACTOR will interview RUHS-MC key staff members, stakeholders, outside consultants and project delivery team members. The focus of the interviews will be to:
 - i. Gauge the internal team's current understanding of the activation and transition process.
 - ii. Assess the organizational culture.
 - iii. Identify the needs of departments.
 - iv. Analyze changes to the current structure.
 - v. Evaluate the flexibility to change.
 - vi. Identify status of equipment and furniture planning activities.
 - vii. Identify future state staffing and operation model status.
 - viii. Determine the concerns associated with activation and transition.
 - ix. Identify the team best suited to implement the activation and transition.
 - x. Discuss patient care and move scenarios.

CONTRACTOR shall conduct one-on-one meetings with RUHS-MC department leaders (i.e., physicians, leadership staff and support staff) for departments relocating to the new facility as well as for those departments who will support the relocation.

- 3) Step 3 – Activation Team Structure. CONTRACTOR shall facilitate the development of the activation team structure and assist in defining roles, responsibilities and expectations.
- 4) Step 4 – Facility Activation Schedule Development. CONTRACTOR shall meet with RUHS-MC to prepare a facility activation schedule. Group pull scheduling sessions as well as one-on-one meetings

SCOPE OF SERVICES

with individual groups and departments will be required to build a comprehensive sustainable schedule. Major components of the schedule that should be considered are as follows:

- i. Substantial completion of the construction effort.
 - ii. Installation of furniture, fixtures and equipment.
 - iii. Commissioning activities for technology systems and new equipment.
 - iv. Installation of signage.
 - v. Staff training and orientation.
 - vi. Orientation services for providers, vendors, and community members.
 - vii. "Reality Check" events to ensure team members understand future state operating model and any new policies.
 - viii. Events to celebrate the success of the team.
 - ix. Regulatory inspections from all Agencies Having Jurisdiction (AHJ).
 - x. Physical move.
 - xi. Terminal cleaning.
- 5) Step 5 – Facility Activation Budget Development. CONTRACTOR will work with RUHS-MC to validate and develop an activation budget. The activation budget is intended to capture costs associated with activation, transition and occupancy, serve as a reporting tool, and enable control of costs. Major components of the budget that should be considered are as follows:
- i. Specialty consultants such as human resources of hiring.
 - ii. Establishment of command center.
 - iii. Development of training, orientation, and policy and procedures manuals.
 - iv. Staff training costs for new equipment and processes and unit/facility orientation.
 - v. Third party vendor needs such as mover, information technology support, environmental services, bio-med, security, etc.
 - vi. Security during transition of the facility from contractor to owner as well as during the activation and move timelines.
 - vii. Initial cleaning, periodic cleaning during activation, event support, final clean, move support.
 - viii. Temporary signage.
 - ix. Marketing, communications, and public relations materials and events.
- 6) Step 6 - Facility Activation Plan and Execution. Logistics and Facility Readiness includes:
- i. Document and track facility activation tasks and responsible parties. This tracking document will be the basis for establishing accountability among activation planning team members for achieving milestones that are established as a result of the planning effort. The tracking document serves as the roadmap for all planned activation activities.

SCOPE OF SERVICES

- ii. Develop and publish a facility activation manual for use by executives and departmental leaders. Other activation team members will be required to participate in the manual creation as significant portions of the document will be developed by RUHS-MC.
 - iii. In collaboration with RUHS-MC, assist in developing and maintaining a list of applicable activation related regulatory and licensing requirements and a plan to monitor the progress against the milestone schedule.
 - iv. In collaboration with RUHS-MC, develop and maintain a list of support and ancillary services testing and certification requirements and a plan to monitor the progress against the milestone schedule.
 - v. In collaboration with RUHS-MC, develop a post move issue resolution process command center to address post move issues or requirements.
 - vi. In collaboration with RUHS-MC, develop a schedule for community outreach planning, public relations, and orientation initiatives.
 - vii. Coordinate RUHS-MC IT organization to identify and track designated IT related systems and devices.
 - viii. Manage all activation related vendors, contractors and consultants associated with the transition to the new facility. If needed, develop a Request for Proposal (RFP) for identified services as well as review vendor proposals and analyze fees.
 - ix. Establish patient advocate process upon occupancy (registration, valet, check-out).
 - x. Establish loading dock master schedule and dock management plan.
- 7) Step 7 - Move Coordination. In coordinating facility and operational aspects of the move, CONTRACTOR shall:
- i. Work with the transition teams to identify specific "Move Day Teams".
 - ii. Facilitate meetings of the Move Day Teams to ensure all participants are clear on their responsibilities.
 - Address punch list items prior to move day.
 - Coordinate with all teams to ensure staff is aware of the new location, address, and telephone numbers.
 - Oversee the development of the command center.
 - Arrange and coordinate security with move day teams.
 - Arrange communication for move day (i.e., radios).
 - Obtain access to all doors.
 - Confirm the development of an emergency/disaster plan.
 - Require all permits, inspections and licensing to be secured.

SCOPE OF SERVICES

- Confirm designated supplies are stocked and ready for use.
 - Ensure that signage/wayfinding has been properly placed.
 - Review facilities / operational readiness strategy.
 - Coordinate packing/moving teams and vendors to ensure all materials are packed and relocated.
- iii. On move day, CONTRACTOR shall be on-site to supervise all activities.
- Ensure the command center is up and running.
 - Confirm that the communication system is functioning.
 - Facilitate move day team.
 - Oversee unpacking of any remaining materials.
 - Document critical move issues.
- 8) Step 8 - Post-Occupancy Activities. Once relocated in the new facility, issues may remain that have not been resolved. CONTRACTOR shall:
- i. Develop a tracking log of remaining issues as part of the command center process.
 - ii. Work with vendors to resolve any outstanding issues.
 - iii. Conduct a post move survey after each move event to track the overall success and to be used as part of the lessons learned/debrief process.
 - iv. Meet with RUHS-MC teams to conduct a debriefing.
 - v. Meet with RUHS-MC transition steering committee for a final move assessment.
 - vi. Prepare a final written report.
- D. Excluded items. The following items are excluded from this service description and may be provided under a separate Statement of Work or be provided by Member:
- i. Operational process redesign (clinical and non-clinical). Future state workflow has been designed or will be designed outside of the services contemplated herein;
 - ii. Physical movement of fixed furniture, equipment, and technology and stocking supplies;
 - iii. Design, construction, and construction management services;
 - iv. Information technology design and installation;
 - v. Building commissioning and testing;
 - vi. Development of staff orientation and training materials; and
 - vii. Security personnel at the construction site.

II. COUNTY / RUHS-MC Responsibilities include:

SCOPE OF SERVICES


- A. RUHS-MC will provide CONTRACTOR with work space at its facilities, as appropriate, which, in the judgment of RUHS-MC, meets Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, including, but not limited to, providing appropriate security and physical restrictions.
- B. Provide CONTRACTOR personnel with access to RUHS-MC facilities, network, personnel, equipment, and software as needed by CONTRACTOR to perform the services described in this Agreement.
- C. Respond to information requested by CONTRACTOR which is necessary to complete the services in a timely manner.
- D. Support CONTRACTOR in facilitating on-site interviews and observations.
- E. Designate a senior-level executive to serve as the Project Champion, to assure compliance with the organization, and designate a Project Coordinator to oversee and coordinate the day to day logistics of the services.
- F. Work with CONTRACTOR to complete activation planning to meet project schedule and opening dates.

PAYMENT PROVISIONS

- 1.0** This Exhibit B outlines the fees and expenses as outlined in this Professional Service Agreement.
- 2.0** Maximum payments by COUNTY to CONTRACTOR shall not exceed eight hundred seventy-six thousand one hundred sixty dollars (\$876,160) for the services rendered of this Agreement plus a one hundred twenty-five thousand dollars (\$125,000) maximum cap for all related expenses other than warehousing services of four hundred twenty-five thousand dollars (\$425,000) for a total maximum contract amount of one million four hundred twenty-six thousand one hundred sixty dollars (\$1,426,160.00).
- 3.0** Expenses will be claimed and reimbursed at cost – with no administrative mark-up added. COUNTY may require original receipts for any and all expenses for which reimbursement is claimed.
- 4.0** Travel or related expenses incurred by CONTRACTOR while performing functions on behalf of COUNTY at the request of COUNTY may be reimbursed in accordance with the procedures and standards set out in Board Policy D-1. The Board Policy D-1 can be found for public access on <http://www.rivcocob.org/boardpolicies/policy-d/POLICY-D01.pdf>.

The County of Riverside hereby formally requests CONTRACTOR screen Covered Individuals pursuant to Section 9.4 of the Professional Services Agreement.

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

By: 

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: MAY 21 2019

CONTRACTOR

By: 

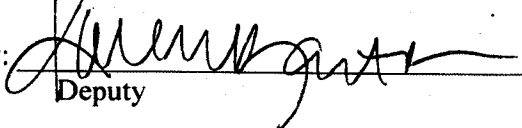
Name: Blaine Douglas

Title: Managing Principal

Date: 5/2/2019 | 1:40:16 PM CDT

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: _____