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



ITEM: 15.5 (ID # 15465)

MEETING DATE:

Tuesday, June 29, 2021

FROM:

(RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and Approve the Order/Amendment Form #1 to the Master Membership Agreement with ECRI Institute for Value Analysis and Product Substitution Identification Services without seeking competitive bids, effective November 1, 2020 through October 31, 2025, All Districts. [Total Cost \$189,925; up to \$18,992 in additional compensation, 100% Hospital Enterprise Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve the Order/Amendment Form #1 to the Master Membership Agreement with ECRI Institute for Value Analysis and Product Substitution Identification Services for a total contract amount of \$189,925 for five years without seeking competitive bids effective November 1, 2020 through October 31, 2025; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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:

Page 1 of 4

June 29, 2021

XC:

RUHS

ID# 15465 15.5

Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	Current I	Fiscal Year:	Next I	Fiscal Year:		Total Cost:	Ongo	ng Cost
COST	\$	37,985	\$	37,985		\$ 189,925		\$0
NET COUNTY COST		\$0		\$0		\$0		\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Funds - 40050				Budget Adju	ustment:	No		
						For Fiscal Y	ear: 20	/21-25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Board action seeks approval of Order/Amendment Form #1 to the Master Membership Agreement with Emergency Care Research Institute (ECRI) for Value Analysis and Product Substitution Identification Services without seeking competitive bid (Sole Source Approval #21-056), effective November 1, 2020 through October 31, 2025, five years, for a total contract amount of \$189,925.

ECRI is a non-profit organization committed to the safety, efficacy, and cost-effectiveness of healthcare services. Riverside University Health System (RUHS) has used the ECRI Select Plus and Priceguide since July 1, 2015 as a value analysis tool, specifically for benchmarking pricing on medical equipment and supplies. During FY19/20, ECRI's cost analysis tools yielded the hospital an annual cost savings of \$3,165,544. This cost savings is an equivalent to 10% of the annual capital equipment budget for RUHS. These services proved so instrumental that RUHS wishes to expand the membership subscription to incorporate our Community Health Centers (CHC's) and Medical Surgical Center (MSC) locations.

The data provided by ECRI allows supply chain to strategically source products by allowing for the determination of the price range other health systems are paying for the same products in order to validate price reasonableness. This helps to determine if additional savings and further negotiations are possible. The current cloud-based information products that ECRI.org provides for benchmarking services are SelectPlus and Priceguide. Additionally, this new Agreement will provide the hospital with use of the CrossCHEQ product for the provision of information on functionally equivalent medical supplies/products in the case of a product backorder or recall. No other known provider provides for this product equivalency identification service.

Impact on Residents and Businesses

The data provided by ECRI ensures that RUHS is paying the lowest appropriate pricing for medical equipment, supplies, and in some circumstances for vendor services agreements.

Additional Fiscal Information

Funds for this contract have been allocated in the FY20/21 budget. Budget adjustments are not necessary. No additional County funds are required.

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

Contract History and Price Reasonableness

On July 1, 2015, a one-year Agreement with ECRI Institute, a Novation supplier (Contract No. U01210X) was executed for the use of Select Plus and Priceguide subscription services for an annual contract amount of \$27,129. An agreement with University Health Services Consortium/NOVATION, was approved by the Board on September 23, 2014 (Agenda Item 3.59) and subsequently renewed for FY 2016/2017 through FY2018/2019.

Under the Purchasing Agent authority delegated by the County's Vizient GPO Authority, approved by the Board on September 17, 2019 (Agenda Item 15.2), the Agreement was renewed for one year through FY19/20. Subsequent to the contract's expiration, ECRI Institute transitioned from being a Vizient GPO supplier. This status change meant that the hospital would have to procure vendor services under a different authority. During this time period, the hospital was immersed in full COVID-19 pandemic response efforts.

Emergency services were procured with ECRI, per the Director of Emergency Services Emergency Procurement Order dated March 26, 2020, the competitive bidding process was suspended for necessary goods and services immediately needed in the County of Riverside's operations for the preservation of life and property during the existence of a Local Emergency in the County of Riverside regarding COVID-19.

Under the Emergency Procurement Form (EPF) authority, the Purchasing Agent issued a Purchase Order in the amount of \$18,993 to ECRI for six months of the CrossCHEQ subscription. This subscription service provided the Value Analysis team with the ability to determine substitute items when regular medical/surgical supplies were on backorder during the COVID-19 surge. The CrossCHEQ subscription provided by ECRI was instrumental in identifying substitute items that were immediately available for purchase during this time. The EPF amount of \$18,993 is inclusive of the annual compensation amount of \$37,985.

Based on comparative costs when ECRI was first evaluated and the subscription was purchased, the cost of the program over three years has not increased. Additionally, the Cross CHEQ product is the only one of its kind on the market – there is no other pricing for a competing product to compare it to. ECRI contains the historical benchmark data for all projects since 2017.

RUHS continues to expand and replace equipment at an estimated \$32 million a year, of which ECRI subscription results in approximately 10%, or \$3 million, in savings. The County continues to receive best value from the vendor. The annual savings achieved by the County yields a great return on investment.

The department received a Single Source Justification approval for this amendment.

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

ATTACHMENTS: MASTER MEMBERSHIP AGREEMENT AND SINGLE SOURCE JUSTIFICATION FORM, EMERGENCY PROCUREMENT FORM (EPF)

Tina Grande, Director of Purchasing and Fleet Services 6/17/2021

Jacqueline Ruiz Sacqueline Ruiz, Sr. Management Analysi

/21/2021

Gregory V. Priapios, Director County Counsel

6/17/2021



5200 BUTLER PIKE PLYMOUTH MEETING, PA 19462 TEL: (610) 825-6000 - FAX: (610) 567-1116 DUNS 06-904-2950 - FIN 23166091

October 23, 2020 v. 4

Date Issued: 4-2-2020

Date quote terminates: 12-31-2020

Sales Person: Deb Wesley

ORDER/AMENDMENT FORM # 1 To ECRI Institute Master Membership Agreement

Bill To

Organization Name: The County of Riverside

Contact Name: Jeffrey Espinoza Title: Administrative Services Manager Address: 26520 Cactus Avenue

Moreno Valley, CA 92555 Department: Services Management Telephone Number: 951-486-4387

Email: jespinoza@ruhealth.org

Customer Number	
533827	- ¥.

Master Membership Agreement **Effective Date** November 1, 2020

Payment Terms Net 30

l. Products and Services (New/Renewals):

MEMBERSHIP DESCRIPTION	TERM (# of Months)	MEMBERS Start	SHIP TERM End	Fees Per Contract Year or Term Per Membership (USS)	FEE GRAND TOTAL FOR TERM PER MEMBERSHIP (US\$)
●SELECTplus® ●PriceGuide™	60	November 1, 2020	October 31, 2025	\$28,485.00	\$142,425.00
CrossCHEQ TM	60	November 1, 2020	October 31, 2025	\$9,500.00	\$47,500.00
					GRAND TOTAL FEES: \$189,925.00

Subscriber may terminate SELECTplus, PriceGuide and CrossCHEQ without cause at the end of each year, provided that it provides ECRI with at least sixty (60) days prior written notice of its intent to terminate, notice of termination must be provided to ECRI at least sixty (60) days prior to November 1, 2021, November 1, 2022, November 1, 2023 or November 1, 2024. In the event of termination without cause by Subscriber in year one, two, three or four, ECRI shall not be required to refund any fees to Subscriber for Services provided in year one, two, three or four. In addition, termination without cause by Subscriber shall not extinguish any preexisting payment obligations of Subscriber.

This Order Form is made as of the date signed by the latter of the two parties ("Order Effective Date") and is entered into pursuant to the ECRI Institute Master Membership Agreement ("Agreement") identified above, the terms of which are incorporated by reference. Capitalized terms not specifically defined in this Order will have the meanings defined in the Agreement.

Authorized Member(s) and Authorized User(s)

The Memberships specified in this Order Form are solely for access, and use by, personnel of the Member organization listed immediately below, and if applicable, for those Authorized Users or Authorized User Facilities named herein:

Name and Address of the Member* organization:

The County of Riverside, on behalf of its Riverside University Health System 26520 Cactus Avenue Moreno Valley, CA 92555



Susanna Oh

Deputy County Counsel

Authorized Users or Authorized User Facility(ies): Only the Member and those Authorized Users or personnel (personnel shall not include 3rd party contractors) at the Authorized User Facility(ies) identified herein may access and use the Memberships. A list of Authorized Users/Authorized User Facilities will be attached hereto as Exhibit A. The Memberships must be used solely in accordance with the terms and conditions of the Master Services Agreement. If the Member is granted the right to access and use the Products and Services hereunder, the Member shall only be entitled to use those Products and Services on behalf of the Authorized User Facilities, and Authorized Users, named herein

*The Member Organization(s) (The County of Riverside) is the organization that executes this Agreement with ECRI and pays the Membership fees to ECRI. An Authorized User or User Facility does not execute the Master Membership Agreement or this Order with ECRI Institute; however, they are entitled to receive the Memberships as a result of Member's execution of the Agreement and this Order and the payment of appropriate fees. Authorized Users and User Facilities are bound by the terms and conditions of the Agreement and this Order, and are granted the right to access the Memberships.

Payment Terms, Non-refundable (except in the event of an uncured material breach committed by ECRI Institute) fees are billed annually for each year and fees are due and payable to ECRI Institute, in full, within thirty (30) calendar days of the date of each invoice. If payment is not received by ECRI Institute within a timely manner, ECRI Institute may suspend the delivery of Memberships or terminate this Order Form. Late fees shall be applied at a rate of 1% per month or 12% per annum on all outstanding fees owed to ECRI.

Instructions for Submitting

- Sign below and forward this entire document by E-mail, or E-fax to: ECRI Institute at 5200 Butler Pike, Plymouth Meeting PA 19462,
 - Attn: Deb Wesley E-mail: dwesley@ecri.org
- You may include your organization's purchase order if convenient for you.
- ECRI Institute will then sign and return a copy of the Agreement to you.

If the Member organization agrees to the above terms and fees, please have an authorized representative execute immediately below. The authorized representative's signature constitutes an acknowledgement of, and an agreement to, the terms and conditions of this Order Form.

The County of Riverside	ECRI Institute
Print Name:	Print Name: On Tragg
Title:	Title: VP Sales
Signature:	Signature:
Date:	Date: 10 23 20
APPROVED AS TO FORM: Gregory P. Priamos, County Counsel	



<u>Exhibit A</u> <u>Authorized Users Authorized User Facilities</u>

Only the following Authorized User Facilities shall be permitted to access the Memberships under the terms and conditions of the Master Membership Agreement and this Order Form.

Riverside University Health System 26520 Cactus Avenue Moreno Valley, CA 92555



Exhibit B

Individual Memberships - Special Terms and Conditions

INDIVIDUAL MEMBERSHIPS - SPECIAL TERMS AND CONDITIONS

- A. For Orders that include AutoMatchTM, the following terms apply: To receive the full benefit of the AutoMatch Service, Member should submit its purchase order history to ECRI Institute on a regular, monthly basis during the term of the Membership.
- B. For Orders that include Alerts TrackerTM, the following terms apply: Upon termination of the Alerts Tracker Membership, Member shall be eligible to receive an electronic copy of all of its "Client Data" in either XML or .csv formats (ECRI Institute shall provide the Client Data in an alternate comparable format if XML or .csv formats are incapable of being generated at the time of the request). For purposes of this Agreement, "Client Data" shall be defined as all status, action taken, action notes and comments and data recorded by Member's designated users, via the Alerts Tracker system. Client Data will be referenced by corresponding ECRI Institute Alert Tracker accession numbers and headlines but shall not include the full text of the Alerts records (i.e. will not include the full Alerts Information).

C. For Orders that include HTAISTM, the following terms apply:

For orders that include the right to request Custom Hotline Response or Custom Product Briefs, please see the description at https://www.ecri.org/Resources/TA_Terms%20of%20Use/HTAIS_Terms.pdf. Certain rules and payments apply depending on the scope and complexity of the custom request.

Product Briefs provide a rapid review of clinical literature we deem relevant to the topic and selected other information about a specific name brand drug or device. A custom request for Product Brief request is defined as a request to research a single brandname product. A request to research multiple brand-name products will be treated as separate Product Brief requests.

D. For Orders that include ECRIgeneTM, the following terms apply:

For Orders that include Custom Genetic Test Hotline and Custom Genetic Test Product Briefs, see the description at https://www.ecri.org/Resources/TA Terms%20of%20Use/ECRIgene Terms.pdf which further set forth the process for requesting and delivery of reports.



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ECRI INSTITUTE MASTER MEMBERSHIP AGREEMENT

Organization Name: The County of Riverside

Contact Name: Jeffrey Espinoza
Title: Administrative Services Manager

Address: 26520 Cactus Avenue Moreno Valley, CA 92555

Department: Services Management Telephone Number: 951-486-4387 Email: jespinoza@ruhealth.org Customer Number (ECRI Institute to complete) 533827

This Master Membership Agreement ("Agreement") is made effective as of November 1, 2020 the "Effective Date", and shall continue until the expiration of all Memberships specified in the Order Forms attached hereto, unless otherwise earlier terminated.

This Agreement contains the terms of the relationship between your organization ("Member") and ECRI Institute with respect to certain Memberships that are included in one or more mutually executed Order Forms attached hereto and incorporated herein.

This Agreement consists of these general terms and conditions and the terms of the Order Forms, for Memberships, that are executed by the Parties during the term of this Agreement. This Agreement shall supersede any inconsistent term or condition in any other document unless otherwise mutually agreed to by the Parties in writing.

Instructions for Submitting

 Sign below and forward this entire document by E-mail or E-fax to: ECRI Institute at 5200 Butler Pike, Plymouth Meeting PA 19462,

Attn: Deb Wesley E-mail: dwesley@ecri.org

- You may include your organization's purchase order if convenient for you.
- ECRI Institute will then sign and return a copy of the Agreement to you.

Please do not make handwritten changes to the Agreement without obtaining ECRI Institute's prior approval.

By signing below, the Parties agree to be bound by the terms of this Agreement. Each party executing below is an authorized representative with the authority to execute this Agreement on behalf of their respective organization.

The County of Riverside

KAREN SPIEGEL

Print Name:

CHAIR, BOARD OF SUPERVISORS

Title:

Signature:

Signature:

Date:

JUN 2 9 2021

Date:

Date:

Date:

Date:

Date:

ECRI Institute

Print Name:

Signature:

Date:

D



GENERAL TERMS AND CONDITIONS

- 1. In exchange for the payment of fees listed in the attached Order Form(s), ECRI Institute agrees to provide the Member with access to the online Memberships, in accordance with the terms and conditions
- 2. ECRI Institute's Memberships are proprietary to ECRI Institute and are provided solely for Member's and any Authorized User/Authorized User Facility's (collectively "Member") use as defined herein. Print materials or materials electronically retrieved and/or printed from ECRI Institute's websites may be duplicated for internal use within Member's organization for the limited purposes of supporting the safety, quality and cost-effectiveness of patient care at the Member's organization. In no event shall the Memberships be published, broadcast, sold, or otherwise redistributed without ECRI Institute's prior written permission. Member may not give out passwords or provide the Memberships to non-Members/Non-Authorized Facilities/Users without ECRI Institute's prior written authorization and the payment of applicable fees. Failure to first obtain such authorization shall be considered a breach.
- 3. ECRI Institute Memberships may incorporate safety, quality and cost data supplied to ECRI Institute by the Member (the "Data"). Member represents and warrants that by voluntarily furnishing such Data to ECRI Institute, it does not violate any confidentiality, or other agreements, that Member has with third-parties. Member further represents and warrants that the Data it provides is accurate and noninfringing. Member grants or warrants to ECRI Institute that it is the owner of Data, or that the owner of such Data, permits Member to grant an irrevocable, perpetual, royalty-free right to use, publish, deidentify, create derivative works from, and distribute such Data in its Memberships, publications and/or to use the Data for other business purposes.
- 4. The Memberships contain links to other World Wide Web sites or resources, and contain reports compiled from Data and materials furnished by outside sources. Member acknowledges that ECRI Institute has no control over such sites and resources, and agrees that ECRI Institute is not responsible for the availability of such external sites or resources, or for any content on, or available from, such sites or resources. The Memberships should be used as a reference source only. ECRI Institute uses reasonable efforts to ensure the accuracy of its Data and databases and to obtain information from sources it considers reliable, but does not guarantee the quality, accuracy or completeness of Data or information obtained from other sources. Any recommendations or statements made by ECRI Institute as part of the Memberships provided hereunder shall not be construed, in any manner, in whole or in part, as an express or implied warranty of the equipment, systems, procedures or policies referred to in such recommendations or statements and shall not be deemed a guarantee of the safe or effective performance of said equipment, systems, procedures or policies.
- 5. In the event that Member uses or attempts to use the Membership(s) in a manner that is contrary to the terms of this Agreement, including any attached Order Form(s), it may result in immediate termination of the subject Order Form(s) and/or termination of this entire Agreement and the rights granted to Member herein, and ECRI Institute will have the right (in addition to any such remedies available to it) to seek injunctive relief enjoining those acts, it being acknowledged that legal remedies are inadequate.

- 6. ECRI Institute will exert its good-faith efforts to transmit reports and information within its normal working schedule; however, reports or information may be delayed, on occasion, for reasons that are not under ECRI Institute's control, such as delays or insufficient information from the Member or from third parties (e.g., manufacturers during model changeovers). Such delays shall not constitute a breach of this Agreement.
- 7. If the Memberships are defective in any manner, or if the Member is unable to obtain access to the appropriate Memberships, ECRI Institute shall provide Member with a new ID and Password. However, if the Memberships are unavailable to the Member for more than ten (10) consecutive business days, due to the actions or omissions of ECRI Institute, or a party under ECRI Institute's control, the Member may: (1) elect to immediately terminate this Agreement, in writing, for cause and receive a pro-rata refund of fees paid to ECRI, or (2) the Member may elect to extend its' access to the impacted Memberships by an additional period equal to the amount of time that the Memberships were unavailable, at no additional cost to Member. This constitutes Member's exclusive remedy for any defect and/or failure to access the Memberships. If failure of the Memberships to perform properly has resulted from accident, abuse, misuse, or misapplication by Member, ECRI Institute shall have no responsibility to replace or to correct the error.
- 8. Except as specifically provided above, the Memberships are provided "as is". ECRI INSTITUTE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Any risk as to the use or interpretation of the Memberships is assumed by Member. Member agrees that ECRI Institute will not be liable for any claims, liabilities or expenses relating to this Memberships except to the extent such liability is finally judicially determined to have resulted from ECRI Institute's gross negligence, fraud or willful misconduct. However, in no event will either Party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data. loss of business profits, business interruption, or other pecuniary loss, even if such Party has been advised of the possibility of such
- 9. This Agreement shall be silent with respect to governing law and laws of construction.
- 10. Neither party may assign its' rights hereunder, whether through the sale or merger of that party's business or any other transaction with a third-party, without the other party's prior written consent, which consent shall not be unreasonably withheld. Any such assignment, without the non-assigning party's prior written consent, will be rendered void and considered a breach of this Agreement.
- 11. No alteration, waiver, cancellation, or any other change or modification of any term or condition of this Agreement, or any agreement contemplated, negotiated or reached pursuant to this Agreement, shall be valid or binding on either Party unless made in writing and signed by a duly authorized representative of both
- 12. This Agreement, along with the attached Order Forms, represents. the entire Agreement between the Parties with respect to the subject

ECRIInstitute

matter of this Agreement and shall supersede any previous agreements and understandings, whether oral or written between the Parties. If there are any other terms and conditions provided to ECRI Institute in connection with this Agreement, they shall be negated, and superseded by the terms and conditions herein. This includes, but is not limited to, any purchase orders, invoices, non-disclosure agreements, BAAs, or registration questionnaires, sent by Member.

- 13. Member understands and acknowledges that there may be fluctuations in the quantity of data in the database from time-to-time and that such fluctuations are not under ECRI Institute's control, and shall not constitute a breach of this Agreement. ECRI Institute shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from errors in or omissions from the Data, the unavailability or interruption of the Data, Member's use of the Data via online service, or the content of the Data.
- 14. If either Party materially fails to fulfill its obligations under this Agreement (a "breach"), the other Party may provide written notice to the breaching party describing the breach in reasonable detail. The breaching party will then have fifteen (15) calendar days from receipt of such notice to cure the breach or to demonstrate that it does not exist. If the breaching party fails to cure, or to reasonably demonstrate the nonexistence of the material breach within the cure period, the other party may terminate the affected Order Form(s) or terminate this entire Agreement at any time by written notice. Upon termination, due solely to a breach committed by ECRI, Member shall be responsible for the prorated portion of memberships provided prior to the date of termination. In addition, if any outstanding fees are owed to ECRI as of the date of termination, such payment obligations shall not be excused and the Member shall pay ECRI in full within thirty (30) calendar days of termination.
- 15. Member agrees that neither Member, nor any Authorized Users or Authorized User Facilities, shall systematically download, reproduce, or distribute information received through the Memberships. This includes excessive or mass downloads or excessive or unauthorized users obtaining access to the Memberships. ECRI reserves the right to monitor the use of the Memberships to ensure compliance with this Agreement and to prevent fraudulent or improper use of the Memberships. Member acknowledges that such monitoring of usage may include determining whether or not the Memberships accessed under the account from multiple internet provided addresses, as well as noting excessive downloads or excessive users. Systematic downloading (such as downloading all reports in alphabetical order from the Memberships) or mass extraction of content or reports from the Memberships is prohibited. If monitoring indicates that you are not in compliance with the terms of this Agreement (including any Order Form(s), or if in ECRI's reasonable discretion, fraudulent activity is suspected, ECRI reserves the right to take such action as it deems necessary, including, but not limited to immediate suspension or termination of the account, or the

imposition of additional Memberships' fees commensurate with the level of improper usage.

- 16. In order to access the Memberships, an organization must have the current version of Internet Explorer, or one version previous, installed on its computers. Member shall be responsible for all costs related to the installation of Internet Explorer.
- 17. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: by personal delivery; by overnight courier upon written verification of receipt; by telecopy or facsimile transmission and upon acknowledgment of receipt of electronic transmission; or by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Member shall be sent to the address set forth on the first page of this Agreement. Notices to ECRI Institute shall be sent to the following address: ECRI Institute, 5200 Butler Pike, Plymouth Meeting, PA 19462, Attn: Chief Legal Officer with a cc: to the Vice President of Sales.
- 18. Member organizations shall not use any information contained herein, including ECRI Institute's name or logo or the names of its Memberships, for marketing, or promotional purposes without ECRI Institute's prior written approval.
- 19. Termination for Insolvency/Bankruptcy. Either party may terminate this Agreement effective immediately, without liability, upon five (5) calendar days' prior written notice to the other party if any one of the following events occurs: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it, (ii) the other party is adjudged as bankrupt, (iii) a court assumes jurisdiction of the assets of the other party under the Federal Reorganization Act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party, (v) the other party becomes insolvent, or (vi) the other party makes an assignment of its assets for the benefit of its creditors. (END)

21-054



Da	ate:	10/6/2020				
Fr	om:	Jennifer Cruikshank,	CEO			
То	:	Board of Supervisors/Purchasing Agent				
Via	a:	: Jeffrey Espinoza, Manager – Value Analysis Program				
Su	bject:	Sole or Single Source	e Procurement; Request for ECRI subscriptions			
sin	igle source.	(Outside of a duly de	a support of my Department requesting approval for a sole or clared emergency, the time to develop a statement of work cation for sole or single source.)			
1.	Supplier b	peing requested: EC	RI			
2.	Vendor ID	: 41451				
3.	(Single So	gle Source urce - is a purchase o nore than one source	☐ Sole Source of a commodity or service without obtaining competitive bids is available)			
			a commodity or service that is proprietary or no other vendor county specified requirements)			
4.	request fo	previously reques or this vendor for your roe number).	ted <u>and</u> received approval for a sole or single source ur department? (If yes, please provide the approved sole or			
	□ Yes SSJ#_		☑ No			
4a	. Was the r	equest approved for	a different project?			
	☐ Yes		☑ No			
5.	(If this req request. T	he Purchasing Agent,	ed: al services, attach the service agreement to this sole source or designee, is the signing authority for agreements unless linance 459, Board delegated authority or by State law. All			
- Introduction or	- "					



insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

ECRI is the price/product benchmarking service Value Analysis utilizes for benchmarking. The data provided by ECRI allows Riverside University Health System to determine what price range other health systems are paying in order to <u>determine price reasonableness</u> as required by public purchasing rules and helps to determine if further negotiations are possible. The current products that provide for benchmarking services are SelectPlus and Priceguide. The additional subscription being requested is CrossCHEQ. This service provides information on functionally equivalent products in the case of a product backorder or recall.

The original subscriptions (SelectPlus and Priceguide) were procured using the direct patient care resolution authority form 11, 3.42; however, after further review, it's been determined the items being benchmarked fall under direct patient care while the actual service of benchmarking these items do not. Additionally, ECRI maintains historical review data from the last five years that provides purchasing with a searchable, historical record of all past benchmarking efforts.

6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)

ECRI is one of two known suppliers who provide benchmarking service. However, ECRI is the only supplier of service that provides information for functional equivalents through its CrossCHEQ product. It would be important to have benchmarking and functional equivalency identification services under a single vendor for operational efficiency and training/competency in a single system/solution.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Identification of functional equivalent product(s) is essential to provide for patient care in the case a standard product is not available. This information provided in a timely manner will allow for rapid ordering and replacement of items that are not available. This vendor also maintains our historical benchmarking records.

8. Period of Performance: From: 10/2020 to 10/2025 (total number of years)

Is this an annually renewable contract?

Is this a fixed-term agreement:

☑No ☐Yes: Contract has out clause
☑No Yes ☐

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund



clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	Year 1 FY20/21	Year 2 FY21/22	Year 3 FY22/23	Year 4 FY23/24	Year 5 FY24/25	Total
SelectPlus and Priceguide Benchmarking product Subscription	\$28,485.00	\$28,485.00	\$28,485.00	\$28,485.00	\$28,485.00	\$142,425.00
CrossCHEQ Benchmarking Subscription	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$47,500.00
Estimated annual cost for each consecutive year (budget cap – CPI or no more than 10%)	0	0	0	0	0	0
Total (One-time Costs):	\$37,985.00	\$37,985.00	\$37,985.00	\$37,985.00	\$37,985.00	\$189,925.00

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

Based on comparative costs when ECRI was first evaluated and the subscription was purchased, the cost of the program over three years has not increased. Additionally, the Cross CHEQ product is the only one of its kind on the market – there is no other pricing for a competing product to compare it to.

11. Projected Board of Supervisor Date (if applicable): 12/15/2020

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)



And house on	Jennifer Cruikshank	10/20/2020 2:52 PM
Department Head Signature (or designee)	Print Name	Date
	completed by the Purchasing A	gent or designee.
Purchasing Department Comments	:	
Approve	Approve with Condition/s	Disapprove
Condition/s:		
Not to exceed:		
□ One-time \$		
(If Annual An FY <u>2 </u> : s FY <u>23</u> : s FY <u>23</u> : s	37,985 37,985 37,985	ugh 10/31 125 (date)
SUZANNA HINCKLEY Assistant Director Purchasing & Ficet Servi	11/20/20 5	SJ# 21-056
Form # 116-333 rev 5/31/18	u	4



Purchasing Agent

Date

Approval Number (Reference on Purchasing Documents)

COVID-19

Emergency Procurement Form

(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are directly related to providing a safe and secure environment for the protection of the public and employee health.

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RUHS - Medical Cen	ter _T	otal Dollar Amount: \$18,993.00			
RUHS Department ID: 43001 86100 Lo	cation Code: 412	25- <u>84060</u> Accounting String: 523820			
Department Contact Name: Value Analysis - Jeffr					
Vendor Name: ECRI Institute # 41451					
Date of Request: 1-6-21					
Provide a brief summary of the materials, equipmen	t, and/or service	s purchased. Attach a copy of the quote.			
This is a request for a subscription to ECRI. During the continuously had regular medical/surgical supplies go item, it takes an enormous amount of time to research service which provides for the identification of substitute determination of available substitute items.	o on backorder. ch. The ECRI sul	To have the ability to determine a substitute oscription provides their CROSSCHEQ			
By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.					
Jumfuf Crubshank	CEO	1-6-21			
Department Head or designee Signature	Title	Date			



5200 BUTLER PIKE PLYMOUTH MEETING. PA 19462 TEL: (610) 825-6000 - FAX: (610) 567-1116 DUNS 06-904-2950 - FIN 23166091 January 6, 2021 v. 5

Date Issued: 4-2-2020

Date quote terminates: 2-28-2021

Sales Person: Deb Wesley

ORDER/AMENDMENT FORM # 1 To ECRI Institute Master Membership Agreement

Bill To

Organization Name: The County of Riverside

Contact Name: Jeffrey Espinoza

Title: Administrative Services Manager

Address: 26520 Cactus Avenue

Moreno Valley, CA 92555
Department: Services Management
Telephone Number: 951-486-4387
Email: jespinoza@ruhealth.org

Customer	Number	
5338	27	

Master Membership Agreement
Effective Date
January 1, 2021

 Payment Terms	
Net 30	

I. Products and Services (New/Renewals):

MEMBERSHIP DESCRIPTION	TERM (# of Months)	MEMBER Start	SHIP TERM End	Fees Per Contract Year or Term Per Membership (USS)	FEE GRAND TOTAL FOR TERM PER MEMBERSHIP (USS)
•SELECTplus® •PriceGuide™	6	January 1, 2021	June 30, 2021	\$14,243.00	\$14,243.00
CrossCHEQ TM	6	January 1, 2021	June 30, 2021	\$4,750.00	\$4,750.00
					GRAND TOTAL FEES: \$18,993.00

This Order Form is made as of the date signed by the latter of the two parties ("Order Effective Date") and is entered into pursuant to the ECRI Institute Master Membership Agreement ("Agreement") identified above, the terms of which are incorporated by reference. Capitalized terms not specifically defined in this Order will have the meanings defined in the Agreement.

Authorized Member(s) and Authorized User(s)

The Memberships specified in this Order Form are solely for access, and use by, personnel of the Member organization listed immediately below, and if applicable, for those Authorized Users or Authorized User Facilities named herein:

Name and Address of the Member* organization:

The County of Riverside, on behalf of its Riverside University Health System 26520 Cactus Avenue
Moreno Valley, CA 92555

Authorized Users or Authorized User Facility(ies): Only the Member and those Authorized Users or personnel (personnel shall not include 3rd party contractors) at the Authorized User Facility(ies) identified herein may access and use the Memberships. A list of Authorized Users/Authorized User Facilities will be attached hereto as Exhibit A. The Memberships must be used solely in accordance with the terms and conditions of the Master Services Agreement. If the Member is granted the right to access and use the Products and Services hereunder, the Member shall only be entitled to use those Products and Services on behalf of the Authorized User Facilities, and Authorized Users, named herein

*The Member Organization(s) (The County of Riverside) is the organization that executes this Agreement with ECRI and pays the Membership fees to ECRI. An Authorized User or User Facility does not execute the Master Membership Agreement or this Order with



ECRI Institute; however, they are entitled to receive the Memberships as a result of Member's execution of the Agreement and this Order and the payment of appropriate fees. Authorized Users and User Facilities are bound by the terms and conditions of the Agreement and this Order, and are granted the right to access the Memberships.

Payment Terms, Non-refundable (except in the event of an uncured material breach committed by ECRI Institute) fees are billed annually for each year and fees are due and payable to ECRI Institute, in full, within thirty (30) calendar days of the date of each invoice. If payment is not received by ECRI Institute within a timely manner, ECRI Institute may suspend the delivery of Memberships or terminate this Order Form. Late fees shall be applied at a rate of 1% per month or 12% per annum on all outstanding fees owed to ECRI.

Instructions for Submitting

- Sign below and forward this entire document by E-mail, or E-fax to: ECRI Institute at 5200 Butler Pike, Plymouth Meeting PA 19462,
 - Attn: Deb Wesley E-mail: dwesley@ecri.org
- You may include your organization's purchase order if convenient for you.
- ECRI Institute will then sign and return a copy of the Agreement to you.

If the Member organization agrees to the above terms and fees, please have an authorized representative execute immediately below. The authorized representative's signature constitutes an acknowledgement of, and an agreement to, the terms and conditions of this Order Form.

The County of Riverside	ECRI Institute
Print Name:	Print Name: JON IVISG
Title:	Title: VP Salus
Signature:	Signature: W Juga MMD
Date:	Date:



Exhibit A Authorized Users Authorized User Facilities

Only the following Authorized User Facilities shall be permitted to access the Memberships under the terms and conditions of the Master Membership Agreement and this Order Form.

Riverside University Health System 26520 Cactus Avenue Moreno Valley, CA 92555



<u>Exhibit B</u> Individual Memberships – Special Terms and Conditions

INDIVIDUAL MEMBERSHIPS - SPECIAL TERMS AND CONDITIONS

- A. For Orders that include AutoMatchTM, the following terms apply: To receive the full benefit of the AutoMatch Service, Member should submit its purchase order history to ECRI Institute on a regular, monthly basis during the term of the Membership.
- B. For Orders that include Alerts TrackerTM, the following terms apply: Upon termination of the Alerts Tracker Membership, Member shall be eligible to receive an electronic copy of all of its "Client Data" in either XML or .csv formats (ECRI Institute shall provide the Client Data in an alternate comparable format if XML or .csv formats are incapable of being generated at the time of the request). For purposes of this Agreement, "Client Data" shall be defined as all status, action taken, action notes and comments and data recorded by Member's designated users, via the Alerts Tracker system. Client Data will be referenced by corresponding ECRI Institute Alert Tracker accession numbers and headlines but shall not include the full text of the Alerts records (i.e. will not include the full Alerts Information).
- C. For Orders that include HTAISTM, the following terms apply:

For orders that include the right to request Custom Hotline Response or Custom Product Briefs, please see the description at https://www.ecri.org/Resources/TA_Terms%20of%20Use/HTAIS_Terms.pdf. Certain rules and payments apply depending on the scope and complexity of the custom request.

Product Briefs provide a rapid review of clinical literature we deem relevant to the topic and selected other information about a specific name brand drug or device. A custom request for Product Brief request is defined as a request to research a single brandname product. A request to research multiple brand-name products will be treated as separate Product Brief requests.

D. For Orders that include ECRIgeneTM, the following terms apply:

For Orders that include Custom Genetic Test Hotline and Custom Genetic Test Product Briefs, see the description at https://www.ecri.org/Resources/TA_Terms%20of%20Use/ECRIgene_Terms.pdf which further set forth the process for requesting and delivery of reports.



5200 BUTLER PIKE PLYMOUTH MEETING, PA 19462 TEL: (610) 825-6000 - FAX: (610) 567-1116 DUNS 06-904-2950 - FIN 23166091

ECRI INSTITUTE MASTER MEMBERSHIP AGREEMENT

Organization Name: The County of Riverside

Contact Name: Jeffrey Espinoza

Title: Administrative Services Manager Address: 26520 Cactus Avenue

Moreno Valley, CA 92555

Department: Services Management Telephone Number: 951-486-4387 Email: jespinoza@ruhealth.org Customer Number (ECRI Institute to complete) 533827

This Master Membership Agreement ("Agreement") is made effective as of January 1, 2021 the "Effective Date", and shall continue until the expiration of all Memberships specified in the Order Forms attached hereto, unless otherwise earlier terminated.

This Agreement contains the terms of the relationship between your organization ("Member") and ECRI Institute with respect to certain Memberships that are included in one or more mutually executed Order Forms attached hereto and incorporated herein.

This Agreement consists of these general terms and conditions and the terms of the Order Forms, for Memberships, that are executed by the Parties during the term of this Agreement. This Agreement shall supersede any inconsistent term or condition in any other document unless otherwise mutually agreed to by the Parties in writing.

Instructions for Submitting

- Sign below and forward this entire document by E-mail or E-fax to: ECRI Institute at 5200 Butler Pike, Plymouth Meeting PA 19462,
 - Attn: Deb Wesley E-mail: dwesley@ecri.org
- You may include your organization's purchase order if convenient for you.
- ECRI Institute will then sign and return a copy of the Agreement to you.

Please do not make handwritten changes to the Agreement without obtaining ECRI Institute's prior approval.

By signing below, the Parties agree to be bound by the terms of this Agreement. Each party executing below is an authorized representative with the authority to execute this Agreement on behalf of their respective organization.

The County of Riverside	ECRI Institute
Print Name:	Print Name: John WSg
Title:	Title: VP Salus
Signature:	Signature: W. Juja Myo
Date:	Date: 1 (2)



GENERAL TERMS AND CONDITIONS

- In exchange for the payment of fees listed in the attached Order Form(s), ECRI Institute agrees to provide the Member with access to the online Memberships, in accordance with the terms and conditions herein.
- 2. ECRI Institute's Memberships are proprietary to ECRI Institute and are provided solely for Member's and any Authorized User/Authorized User Facility's (collectively "Member") use as defined herein. Print materials or materials electronically retrieved and/or printed from ECRI Institute's websites may be duplicated for internal use within Member's organization for the limited purposes of supporting the safety, quality and cost-effectiveness of patient care at the Member's organization. In no event shall the Memberships be published, broadcast, sold, or otherwise redistributed without ECRI Institute's prior written permission. Member may not give out passwords or provide the Memberships to non-Members/Non-Authorized Facilities/Users without ECRI Institute's prior written authorization and the payment of applicable fees. Failure to first obtain such authorization shall be considered a breach.
- 3. ECRI Institute Memberships may incorporate safety, quality and cost data supplied to ECRI Institute by the Member (the "Data"). Member represents and warrants that by voluntarily furnishing such Data to ECRI Institute, it does not violate any confidentiality, or other agreements, that Member has with third-parties. Member further represents and warrants that the Data it provides is accurate and non-infringing. Member grants or warrants to ECRI Institute that it is the owner of Data, or that the owner of such Data, permits Member to grant an irrevocable, perpetual, royalty-free right to use, publish, deidentify, create derivative works from, and distribute such Data in its Memberships, publications and/or to use the Data for other business purposes.
- 4. The Memberships contain links to other World Wide Web sites or resources, and contain reports compiled from Data and materials furnished by outside sources. Member acknowledges that ECRI Institute has no control over such sites and resources, and agrees that ECRI Institute is not responsible for the availability of such external sites or resources, or for any content on, or available from, such sites or resources. The Memberships should be used as a reference source only. ECRI Institute uses reasonable efforts to ensure the accuracy of its Data and databases and to obtain information from sources it considers reliable, but does not guarantee the quality, accuracy or completeness of Data or information obtained from other sources. Any recommendations or statements made by ECRI Institute as part of the Memberships provided hereunder shall not be construed, in any manner, in whole or in part, as an express or implied warranty of the equipment, systems, procedures or policies referred to in such recommendations or statements and shall not be deemed a guarantee of the safe or effective performance of said equipment, systems, procedures or policies.
- 5. In the event that Member uses or attempts to use the Membership(s) in a manner that is contrary to the terms of this Agreement, including any attached Order Form(s), it may result in immediate termination of the subject Order Form(s) and/or termination of this entire Agreement and the rights granted to Member herein, and ECRI Institute will have the right (in addition to any such remedies available to it) to seek injunctive relief enjoining those acts, it being acknowledged that legal remedies are inadequate.

- 6. ECRI Institute will exert its good-faith efforts to transmit reports and information within its normal working schedule; however, reports or information may be delayed, on occasion, for reasons that are not under ECRI Institute's control, such as delays or insufficient information from the Member or from third parties (e.g., manufacturers during model changeovers). Such delays shall not constitute a breach of this Agreement.
- 7. If the Memberships are defective in any manner, or if the Member is unable to obtain access to the appropriate Memberships, ECRI Institute shall provide Member with a new ID and Password. However, if the Memberships are unavailable to the Member for more than ten (10) consecutive business days, due to the actions or omissions of ECRI Institute, or a party under ECRI Institute's control, the Member may: (1) elect to immediately terminate this Agreement, in writing, for cause and receive a pro-rata refund of fees paid to ECRI, or (2) the Member may elect to extend its' access to the impacted Memberships by an additional period equal to the amount of time that the Memberships were unavailable, at no additional cost to Member. This constitutes Member's exclusive remedy for any defect and/or failure to access the Memberships. If failure of the Memberships to perform properly has resulted from accident, abuse, misuse, or misapplication by Member, ECRI Institute shall have no responsibility to replace or to correct the error.
- 8. Except as specifically provided above, the Memberships are provided "as is". ECRI INSTITUTE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Any risk as to the use or interpretation of the Memberships is assumed by Member. Member agrees that ECRI Institute will not be liable for any claims, liabilities or expenses relating to this Memberships except to the extent such liability is finally judicially determined to have resulted from ECRI Institute's gross negligence, fraud or willful misconduct. However, in no event will either Party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, even if such Party has been advised of the possibility of such damages.
- 9. This Agreement shall be silent with respect to governing law and laws of construction.
- 10. Neither party may assign its' rights hereunder, whether through the sale or merger of that party's business or any other transaction with a third-party, without the other party's prior written consent, which consent shall not be unreasonably withheld. Any such assignment, without the non-assigning party's prior written consent, will be rendered void and considered a breach of this Agreement.
- 11. No alteration, waiver, cancellation, or any other change or modification of any term or condition of this Agreement, or any agreement contemplated, negotiated or reached pursuant to this Agreement, shall be valid or binding on either Party unless made in writing and signed by a duly authorized representative of both Parties.
- 12. This Agreement, along with the attached Order Forms, represents the entire Agreement between the Parties with respect to the subject

ECRIInstitute

matter of this Agreement and shall supersede any previous agreements and understandings, whether oral or written between the Parties. If there are any other terms and conditions provided to ECRI Institute in connection with this Agreement, they shall be negated, and superseded by the terms and conditions herein. This includes, but is not limited to, any purchase orders, invoices, non-disclosure agreements, BAAs, or registration questionnaires, sent by Member.

- 13. Member understands and acknowledges that there may be fluctuations in the quantity of data in the database from time-to-time and that such fluctuations are not under ECRI Institute's control, and shall not constitute a breach of this Agreement. ECRI Institute shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from errors in or omissions from the Data, the unavailability or interruption of the Data, Member's use of the Data via online service, or the content of the Data.
- 14. If either Party materially fails to fulfill its obligations under this Agreement (a "breach"), the other Party may provide written notice to the breaching party describing the breach in reasonable detail. The breaching party will then have fifteen (15) calendar days from receipt of such notice to cure the breach or to demonstrate that it does not exist. If the breaching party fails to cure, or to reasonably demonstrate the nonexistence of the material breach within the cure period, the other party may terminate the affected Order Form(s) or terminate this entire Agreement at any time by written notice. Upon termination, due solely to a breach committed by ECRI, Member shall be responsible for the prorated portion of memberships provided prior to the date of termination. In addition, if any outstanding fees are owed to ECRI as of the date of termination, such payment obligations shall not be excused and the Member shall pay ECRI in full within thirty (30) calendar days of termination.
- 15. Member agrees that neither Member, nor any Authorized Users or Authorized User Facilities, shall systematically download, reproduce, or distribute information received through the Memberships. This includes excessive or mass downloads or excessive or unauthorized users obtaining access to the Memberships. ECRI reserves the right to monitor the use of the Memberships to ensure compliance with this Agreement and to prevent fraudulent or improper use of the Memberships. Member acknowledges that such monitoring of usage may include determining whether or not the Memberships accessed under the account from multiple internet provided addresses, as well as noting excessive downloads or excessive users. Systematic downloading (such as downloading all reports in alphabetical order from the Memberships) or mass extraction of content or reports from the Memberships is prohibited. If monitoring indicates that you are not in compliance with the terms of this Agreement (including any Order Form(s), or if in ECRI's reasonable discretion, fraudulent activity is suspected, ECRI reserves the right to take such action as it deems necessary, including, but not limited to immediate suspension or termination of the account, or the

imposition of additional Memberships' fees commensurate with the level of improper usage.

- 16. In order to access the Memberships, an organization must have the current version of Internet Explorer, or one version previous, installed on its computers. Member shall be responsible for all costs related to the installation of Internet Explorer.
- 17. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: by personal delivery; by overnight courier upon written verification of receipt; by telecopy or facsimile transmission and upon acknowledgment of receipt of electronic transmission; or by certified or registered mail, return receipt requested, upon verification of receipt. Notices to Member shall be sent to the address set forth on the first page of this Agreement. Notices to ECRI Institute shall be sent to the following address: ECRI Institute, 5200 Butler Pike, Plymouth Meeting, PA 19462, Attn: Chief Legal Officer with a cc: to the Vice President of Sales.
- 18. Member organizations shall not use any information contained herein, including ECRI Institute's name or logo or the names of its Memberships, for marketing, or promotional purposes without ECRI Institute's prior written approval.
- 19. Termination for Insolvency/Bankruptcy. Either party may terminate this Agreement effective immediately, without liability, upon five (5) calendar days' prior written notice to the other party if any one of the following events occurs: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it, (ii) the other party is adjudged as bankrupt, (iii) a court assumes jurisdiction of the assets of the other party under the Federal Reorganization Act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party, (v) the other party becomes insolvent, or (vi) the other party makes an assignment of its assets for the benefit of its creditors. (END)