

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



ITEM: 3.22
(ID # 19629)

MEETING DATE:

Tuesday, August 02, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: Riverside University Health System – Behavioral Health: Ratify and Approve the Professional Services Agreement with Trammell Crow So. Cal. Healthcare Development, Inc., for Design Services for the Riverside University Health System Behavioral Health Wellness Center, District: 5; [\$200,000, General Fund 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement between Riverside University Health System – Behavioral Health (RUHS-BH) and Trammell Crow So. Cal. Healthcare Development, Inc. for master planning program design services pertaining to Riverside University Health System Behavioral Health Wellness Center through June 30, 2022;
2. Authorize the Chair of the Board to approve and execute the above Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and with form as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement.

ACTION:Policy

Amy McCann
Amy McCann, Assistant Director of Behavioral Health

7/25/2022

Gregg Gu
Gregg Gu, Chief Deputy County Counsel

7/26/2022

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: August 2, 2022
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board
By *[Signature]*
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: General Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

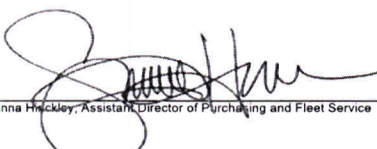
On January 25, 2022, the Board of Supervisors approved Item 3.48 to allow RUHS-BH to pursue grant applications to the Department of Healthcare Services for funding from the Behavioral Health Continuum Infrastructure Funding Program (BHCIP) and the California Department of Social Services for the Community Care Expansion (CCE) Funding Program for the proposed RUHS Behavioral Health Wellness Center (formally referred to as the RUHS BH Hospital). A requirement of the grant application is to provide planning and conceptual designs that demonstrate the proposed project's launch readiness. This approval allowed for up to \$100,000 per project in service agreements with pre-qualified consultants. Using that authority, RUHS-BH sought Trammell Crow So. Cal. Healthcare Development, Inc. to assist with master planning program design services, as well as preparation of the BHCIP and CCE Program Capital Expansion Grant Funding application. Due to the detail and expedited schedule to complete the grant applications, the cost has exceeded the Board approved amount of \$100,000 and RUHS-BH is now requesting approval for the additional cost.

Impact on Citizens and Businesses

These services are a component of RUHS-BH system of care aimed at improving access to care, and the health and safety of the community.

Additional Fiscal Information

The Professional Services Agreement will be covered by County General Funds approved in the FY 21/22 budget process for design efforts of the Behavioral Health Recovery Villages and Wellness Center.


Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

7/26/2022


Jacqueline Ruiz, Sr. Management Analyst

7/27/2022

DESIGN PROFESSIONAL SERVICES AGREEMENT

For

RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH

HOSPITAL

PROJECT NUMBER

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between TRAMMELL CROW SO. CAL. HEALTHCARE DEVELOPMENT, INC. (herein referred to as "CONSULTANT") a Delaware corporation, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform master planning program design services to assist with the preparation of an application for the Behavioral Health Continuum Infrastructure Program and Community Care Expansion Program Capital Expansion Grant Funding (Joint RFA) (the "Project") described in further detail in Exhibit "A" for the project entitled: RIVERSIDE UNIVERSITY HEALTH SYSTEM BEHAVIORAL HEALTH HOSPITAL. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of 2 page(s), attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the

State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, and permits, legally required to perform its obligations under this Agreement. CONSULTANT further represents that it shall keep all such licenses and permits in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of **March 29, 2022**, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect for a period of six (6) months following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "AB". The total amount of compensation paid to CONSULTANT under this Agreement shall be **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** per Exhibit B, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "B".

3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT 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.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY

harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to indemnify and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, and employees ("Indemnatee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence, recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

“Losses” shall mean costs, liabilities, damages, and expenses, including, without limitation, reasonable attorney’s fees (including, without limitation, attorney’s fees for trial and on appeal)-actually sustained by an Indemnatee.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANTS for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this Agreement.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suite, claims, demands, actions or proceedings to the extent and in d fees proportion to the percentage such costs and fees arise out of the negligence, recklessness or wilful misconduct of CONSULTANT or its subcontractors, or their respective employee, agents, representatives or independent contractors.

6.3 Notwithstanding the foregoing or any provision to the contrary contained herein, in no event shall CONSULTANT have any liability under this Agreement for any Losses in excess of Two Hundred Thousand Dollars (\$200,000).

7. INSURANCE: CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage 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 CONSULTANT has employees as defined by the State of California, the

CONSULTANT 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 of \$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—premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured. Policy's limit of liability shall be \$1,000,000 per occurrence—limit— with a general aggregate limit of \$2,000,000.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount of \$1,000,000 per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of \$1,000,000 per claim and \$2,000,000 annual aggregate. If CONSULTANT'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 CONSULTANT 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 CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement.

3) CONSULTANT shall cause CONSULTANT'S insurance brokers(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) shall contain the covenant of the CONSULTANT that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements-evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance original copies of endorsements.***

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

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

reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

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

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

8) CONSULTANT 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.

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise.—Prior to discontinuance of services, the COUNTY may arrange for a

meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by both Parties, shall become binding on both Parties and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'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 CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

CONSULTANT understands and agrees that it is not engaged to advise, negotiate, make or express opinions about potential contracts, purchases or use of contractors that may arise in the future in connection with the Project. Further, CONSULTANT acknowledges and agrees that engaging in

such activities during the performance of its contracted duties under this Agreement may create a conflict of interest that would bar CONSULTANT from further work on the Project.

10. ADMINISTRATION: The Deputy Director, Facilities Management, Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION and ADDITIONAL SERVICES: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement and additional services performed before the execution of such an amendment shall not be billed by CONSULTANT to COUNTY.

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, it should advise the Administrator of this Agreement in writing as soon as practicable and in no case more than thirty (30) days from when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local,

State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and-, as necessary, licensed staff.

15. **CONFIDENTIALITY:** CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. Other than to its affiliates, officers, directors, employees, representatives, consultants and attorneys, CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or written communication, information created or provided, or work created during the performance of the services described in Exhibit A.

16. **DOCUMENTS:** The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Ownership of such documents shall in this instance become the property of the COUNTY upon the payment of all amounts due and owing to CONSULTANT under this Agreement. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each document work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY at least one copy of the deliverables, and/or documents completed as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy of all the deliverables and/or documents in a mutually agreed format.

17. **JURISDICTION, VENUE:** This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

19. SEVERABILITY: If 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.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. 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 one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:

RUHS Behavioral Health
Mailstop #3800

4095 County Circle Drive

Riverside, CA 92503

Attn: Melissa Noone

CONSULTANT:

Trammell Crow So. Cal. Healthcare
Development, Inc.

3501 Jamboree Road, Suite 230

Newport Beach, California 92660

Attn: David Nazaryk

22. AUTHORIZATION: The COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given in MT 18215 (1/25/22 Item 3.48).

23. DIGITAL SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that

meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

CONSULTANT:

**TRAMMELL CROW SO. CAL.
HEALTHCARE DEVELOPMENT, INC.**

By: David Nazaryk

Title: Vice President



DATED: June 10, 2022

Signature: _____

Federal Tax I.D. No. _____

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

DATED: AUG 02 2022

By: Jeff Hewitt

Title: Chair, Board of Supervisors

Signature: 

APPROVED AS TO FORM:

DATED: _____

By:  _____
Martha Ann Knutson (Jul 21, 2022 09:06 PDT)

Martha Ann Knutson

Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By  DEPUTY

EXHIBIT A – Scope of Services

1.0 RUHS SCOPE OF WORK APPLICATION PROCESS

Project Goals:

- Assist Riverside University Health System (“RUHS”) in its preparation of the application for the Behavioral Health Continuum Infrastructure Program and Community Care Expansion Program Capital Expansion Grant Funding process.
- Develop a team with specialized knowledge and experience (“Development Team”) to assist in completing the Joint Request for Application (RFA) to the best of their ability.
- The entire Development Team will collaborate, complete the various forms, create deliverables/presentation materials to accompany application for the funding.

Application Scope Of Work Overview – 6 weeks:

The application scope of work includes completing the various forms and providing documentation showcasing RUHS’s understanding of the feasibility, budget, timeline, design, and construction of the project for which RUHS is applying for the funding.

Trammell Crow Company (“TCC”) and the Development Team will work with RUHS to complete the application by March 29, 2022. Said scope of work will be approximately six (6) weeks.

TCC recommends weekly calls/meetings with the Development Team to identify issues, discuss deliverables, track progress, complete forms, and other items associated with the application.

TCC and the Development Team, to the best of their abilities, will use existing plans previously created (i.e., Ewing Cole program of 96-bed hospital) to complete the application. Various plans/documents have not been located and thus the Development Team, will use their best judgement in estimating budget and timeline for the purpose of the application.

TCC will make themselves available to attend the pre-application consultant call required by The California Department of Health Care Services (DHCS) and the California Department of Social Services (CDSS) prior to submitting the application.

Said scope of work shall only include what is required to complete the application. The application forms are below with the designated parties of whom, under the direction of RUHS, will be completing each.

Form 1: Budget template

TCC with the assistance of Snyder Langston, Cannon Design, and other consultants will take lead and put together a preliminary budget to the extend required for the application.

Form 2: Budget narrative and definition of terms

Form 2 is a budget narrative and glossary of definitions that accompanies Form 1. No designated party.

Form 3: Schematic design checklist

Petersen Design with the assistance of TCC, Cannon Design, David Evans and Associates, and other consultants will complete the schematic design checklist form.

TCC specific tasks for Form 3 includes completing section 6 (Development) and section 7 (Construction).

TCC will manage and review all material and deliverables associated with Form 3 that is produced by other members of the Development Team.

Form 4: Design/acquisition/construction milestone schedule

TCC will complete the majority of Form 4, which will largely be populated per the schedule and timeline created by TCC. TCC will manage and review all material and deliverables associated with Form 4 that is produced by other members of the Development Team.

Form 5: Development team description/contact form

TCC, under the direction of RUHS, will fill out and populate Form 5 designating the preliminary Development Team with qualified professionals for the application/project.

Form 6: Community engagement form

RUHS will be primarily responsible for completing Form 6. TCC and other Development Team members will make themselves reasonably available to attend pertinent community engagement meetings.

Form 7: Applicant's certification

RUHS will be primarily responsible for completing Form 7, but with the assistance and input of TCC and other members of the Development Team.

2.0 No Review & Approval Authority. No Supervision. CONSULTANT understands that it has no authority to direct the work of COUNTY employees or to make any decisions regarding employee status, assignments, job descriptions or to perform any functions that would purport to exercise authority over COUNTY employees and/or COUNTY decisions, operations and/or management. CONSULTANT shall work closely and directly with the Agreement's Administrator and direct all questions and requests for information or direction to the Administrator for resolution.

3.0 COUNTY Responsibilities:

COUNTY will provide CONSULTANT with access to the Project site, as needed. COUNTY will provide information, reports and analysis needed by CONSULTANT to complete its deliverables; however, such reports and analyses will remain the property of COUNTY and be returned upon to it no later than the date of completion or termination of this Agreement.

4.0 Violations of Law:

CONSULTANT's primary role is to provide the services described in this Agreement. It is expected that CONSULTANT will take reasonable steps to act in accordance with all applicable laws and regulations and, therefore shall inform an appropriate person of any known violations of applicable laws and regulations that it believes may exist and which relate to the work being undertaken by CONSULTANT. CONSULTANT acknowledges that the COUNTY maintains a Fraud, Waste and Abuse Hotline and that it has received both the toll-free telephone number and website address to which reports can be made.

EXHIBIT B – Payment Terms

COUNTY and CONSULTANT agree that CONSULTANT will complete the scope of services outlined in Exhibit A for payment by the COUNTY of a fixed fee of Two Hundred Thousand Dollars (\$200,000). There will be no expenses reimbursed to CONSULTANT.


Trammell Crow - Design Services Agreement - RUHS (002)


Final Audit Report


2022-07-21


Created:	2022-07-21
By:	Lucero Montoya (l.montoyaburgos@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnVutmTUvMmwrYhbm6UJ1MgiShpM2xHvI


"Trammell Crow - Design Services Agreement - RUHS (002)" History


 Document created by Lucero Montoya (l.montoyaburgos@ruhealth.org)
2022-07-21 - 4:03:03 PM GMT

 Document emailed to mknutson@rivco.org for signature
2022-07-21 - 4:03:38 PM GMT

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