



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



ITEM: 15.4
(ID # 21365)

MEETING DATE:

Tuesday, March 28, 2023

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Warranty/Service Contract Agreement with Mizuho Orthopedic Systems, Inc. for Maintenance Services on Operation Room Surgical Tables Effective October 1, 2022 through September 30, 2025; All Operational Districts. [Maximum Annual Cost: \$23,000; Total Cost \$67,822; up to \$2,336 in Additional Compensation Annually] 100% Hospital Enterprise Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Warranty/Service Contract Agreement with Mizuho Orthopedic Systems, Inc. for Maintenance Services on Operation Room Surgical Tables for a total amount of \$67,822 effective October 1, 2022, through September 30, 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 and based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the agreement including modifications of the scope of services 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%) annually.

ACTION:Policy


 Jennifer Crulkshank, Chief Executive Officer - Health System, 3/7/2023

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 28, 2023
xc: RUHS-Medical Center

Kimberly A. Rector
 Clerk of the Board

By: 
 Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost	Ongoing Cost
COST	\$21,096	\$23,363	\$67,822	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund			Budget Adjustment: No	
			For Fiscal Years: 22/23 – 24/25	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The requested Board action will approve the Warranty/Service Contract Agreement between Riverside University Health System – Medical Center (RUHS-MC) and Mizuho Orthopedic Systems, Inc. (Mizuho OSI) for Maintenance Services on Operation Room Surgical Tables.

Mizuho OSI surgical tables are integral in operating room success as they reduce procedural challenges by precise patient positioning during spinal, vascular, and gynecologic surgeries. Currently, the surgery tables have an automatic one-year warranty that is offered to RUHS-MC free of charge to ensure the equipment's quality. The costs associated for the 22/23 year will cover surgical tables procured in years prior whose service warranty has since expired.

Impact on Residents and Businesses

These services are a component of RUHS's system of care, aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY22/23 budget. No additional County funds are required.

The maintenance service for the FSC-TRIOS SYSTEM did not begin until December 1, 2023. The annual cost of this service is \$9,067.08 annually.

The maintenance service for the FSC-TRIOS SP/I began October 1, 2023. The annual cost of this service is \$8,107.68 annually.

The maintenance service for the FSC-HANA began October 1, 2023. The annual cost of this service is \$6,187.92 annually.

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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Contract History and Price Reasonableness

The product pricing in the agreement is comprised of Vizient Group Purchasing Organization (GPO). RUHS is entering into this agreement under its current delegated board authority with Vizient, Inc. Agenda item #15.1, 04/13/2021.

RUHS has purchased a total of three surgical tables, from Mizuho Orthopedic Systems, inc. (Mizuho, OSI), with the latest purchase done on September 21, 2022. The table was purchased under Vizient contract # CE7212, which included a one-year service agreement that has expired as of November 30, 2022. From 2014-2022, RUHS procured three surgical tables. The Service Warranties for these tables has since expired.

The proprietary nature of their specialty tables and components make Mizuho, OSI the sole-sourced service provider for customers.

The proposed Agreement requires Board approval as it is a multi-year non-cancellable Agreement.

ATTACHMENTS:

Attachment A: MIZUHO OSI WARRANTY/SERVICE CONTRACT AGREEMENT



Meghan Hahn, Deputy Director of Procurement 3/8/2023



Steven Atkeson 3/17/2023



Gregg Gu, Chief Deputy County Counsel 3/9/2023

Mizuho OSI
Warranty / Service Contract Agreement

Terms and Conditions**1. SERVICES PROVIDED.**

1.1 These Terms and Conditions for services (these "Terms") are the only terms that govern the provision of services by Mizuho Orthopedic Systems, Inc., a Delaware corporation, d/b/a Mizuho OSI ("Mizuho OSI") located at 30031 Ahern Avenue, Union City, CA 94587 to the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System ("Customer") located at 26520 Cactus Avenue, Moreno Valley, CA 92555.

1.2 The accompanying Quote (the "Quote"), these Terms and the specific Exhibit(s) listed below (collectively, this "Agreement") constitutes the entire understanding of the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Mizuho OSI's authorized representative and Customer. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibit listed below, and any associated attachments, are incorporated herein as they apply to the Services (as defined below) and their additional terms shall apply solely to Customer's purchase of the Services specified therein.

a Exhibit 1: Additional Table System Service Terms and Conditions

In the event of any conflict between these Terms, any terms set forth in an Exhibit, and/or the Quote, these Terms shall govern, unless an Exhibit or the Quote expressly states that the terms and conditions of the Exhibit or the Quote, as applicable, shall control.

1.3 This Agreement prevails over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. SERVICES. Mizuho OSI shall provide the services listed in the Quote ("Services") in accordance with these Terms, and the terms and conditions set forth in any applicable Exhibit.

2.1 Customer's Mizuho OSI table and top system ("System") damaged or used not in accordance with Mizuho OSI's written instructions for use ("Operator Manual") while under contract may, at Mizuho OSI's sole discretion, be offered a 15% discount on time and materials for service and such service is a separate transaction and not part of this Agreement.

3. SYSTEM; LOCATION. The system equipment covered under this Agreement is limited to the system equipment described in the Quote (the "System"). The System shall remain located at the location listed in the Quote ("Site"). The System shall not be moved to another location unless Customer obtains the prior written consent of Mizuho OSI. In the event the System is moved to another location without the prior written consent of Mizuho OSI, then any warranties on such System shall automatically expire and be void.

4. EXCLUSIONS.

4.1 This Agreement specifically excludes

- a. Servicing or replacing components of a system other than the System(s) or components listed in the Quote that are located at the Site;
- b. Servicing any System that is contaminated with blood or other potentially infectious, biological waste or hazardous substances;
- c. Any Service that is necessary due to:
 - (i) a design, specification or instruction provided by Customer or Customer representative;
 - (ii) the failure of anyone to comply with Mizuho OSI's written instructions, Operator Manual or recommendations;
 - (iii) any combining of the System with other manufacturers' equipment or software other than those recommended by Mizuho OSI;
 - (iv) any improper application or alteration, improper storage, handling, use, repair, service, or maintenance of the System by anyone other than Mizuho OSI's subcontractor or Mizuho OSI;
 - (v) damage caused by an external source, regardless of nature;
 - (vi) any removal or relocation of the System or damage caused by Customer moving the System;
 - (vii) neglect, misuse or abuse of the System;
 - (viii) the "End of Life" of the System as described in Section 12.
- d. Any cost of materials, supplies, parts, or labor supplied by any party other than Mizuho OSI or Mizuho OSI's subcontractors.

5. CUSTOMER RESPONSIBILITIES.

5.1 During the term of this Agreement, Customer will:

- a. cooperate with Mizuho OSI in all matters relating to the Services and provide Mizuho OSI personnel with full and free access to the System to perform inspections and Services on Customer's premises at a mutually agreed upon date and time (Monday – Friday 8:00AM-5:00PM local time).
- b. ensure that the Site is maintained in a clean and sanitary condition and that the System, equipment or part is decontaminated prior to Service, shipping, or trade-in, in accordance with the Instructions set forth in the System's Operator Manual.
- c. respond promptly to any Mizuho OSI request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Mizuho OSI to perform Services in accordance with the requirements of this Agreement;
- d. provide such Customer materials or information as Mizuho OSI may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects;
- e. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before

the date on which the Services are to start; dispose of hazardous or biological waste in accordance with applicable law that is generated at the Site;

f. maintain an operating environment within Mizuho OSI specifications as set forth in the Operator Manual for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);

g. use and maintain the System only in accordance with Mizuho OSI's Operator Manual

6. **SYSTEM AVAILABILITY.** Customer will make specific appointments for such Services. If the System is not available at the agreed upon time, then Mizuho OSI may cancel or reschedule the Services and charge Customer at the prevailing demand service rates for all time spent by Mizuho OSI service representative in travel and expenses to Customer's location and waiting for access to the System

7. **CUSTOMER'S ACTS OR OMISSIONS.** If Mizuho OSI's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Mizuho OSI shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay

8. FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS; TAXES.

8.1 In consideration of the provision of the Services by Mizuho OSI and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Quote.

8.2 Customer agrees to reimburse Mizuho OSI for all reasonable travel and out-of-pocket expenses incurred in connection with the performance of any service resulting from System damage or abuse by Customer's failure to operate the System in accordance with the Operator Manual or other Mizuho OSI provided written instructions for use.

8.3 Customer shall pay all invoiced amounts due to Mizuho OSI within thirty (30) days from the date of Mizuho OSI's invoice until the Agreement amount and all applicable taxes and interest are paid in full.

8.4 Customer may pay interest on any amount not paid when due at 1.5% interest per month or the maximum rate permitted by applicable law. All payments will be in U.S. dollars.

8.5 Customer will be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder. Any applicable tax will be invoiced to and payable by Customer in accordance with the payment terms set forth above, unless Mizuho OSI receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Mizuho OSI's net income.

8.6 Maximum payments by Customer to Mizuho OSI shall not exceed \$ 23,000 annually, including all taxes and expenses.

9. **FORCE MAJEURE.** Both parties are excused from performing under this Agreement when their delay or failure to perform is caused by or results from acts or circumstances beyond their reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, or materials.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement shall be set forth in the Quote.

10.2 Except as set forth in Sections 11, 12 and 13, the Term of Service listed on the quote is non-cancelable by Customer for convenience.

10.3 In addition to any remedies that may be provided under this Agreement, either party may terminate this Agreement with immediate effect upon written notice to the other party if the other party is in default as outlined in Section 11 below.

11. DEFAULT.

11.1 A party shall be in default under this Agreement upon:

a. breach of any provision of this Agreement, which breach has a material adverse effect on the other party, and such breach is not excused by Force Majeure or cured within thirty (30) Business Days after notice thereof (which notice shall describe such breach in reasonable detail) is received by such party (unless such failure is not commercially reasonably capable of being cured in such thirty (30) Business Day period in which case such party shall have commenced remedial action to cure such breach and shall continue to diligently and timely pursue the completion of such remedial action after such notice);

b. the commencement of any insolvency, bankruptcy or similar proceedings by or against the party;

c. Customer's failure to pay any non-disputed amount due under this Agreement within thirty (30) Business Days of receipt of written notice of such delinquency;

11.2 Upon the occurrence of any event of default hereunder, either party may, at its option and in addition to any and all other remedies available under law, elect to

a. withhold performance under this Agreement if all defaults have not been cured within thirty (30) days of receipt of written notice to the other party;

b. terminate this Agreement with 10 Business Days written notice to the other party in which case Customer will pay to Mizuho OSI all amounts due under this Agreement through the effective date of termination; if Customer terminates this Agreement because of Mizuho OSI's uncured breach, Mizuho OSI shall refund Customer for any prepayment.

11.3 In the event that Customer cures all defaults hereunder, then prior to resumption of Services, Mizuho OSI may inspect the System to determine if it is in good operating condition. Such inspection shall be charged to Customer at Mizuho OSI's per-call rates and terms then in effect. Any repairs or adjustments which Mizuho OSI determines are required due to any of the exclusions set forth in Section 4 shall be charged to Customer at Mizuho OSI's rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of Service under this Agreement.

11.4 All rights and remedies available to either party hereunder, by law or equity, shall be cumulative and there shall be no obligation for either party to exercise a particular remedy

12. **END OF LIFE.** If Mizuho OSI determines that its ability to provide the Service is hindered due to the unavailability of parts or trained personnel, or that the System can no longer be maintained in a safe or effective manner as determined by Mizuho OSI, then Mizuho OSI may terminate this Agreement upon notice to Customer and provide Customer with a refund of any Customer prepayments for periods of Service not already completed.

13. EQUIPMENT TRADE INOBSCOLENCE. Any contracted table traded in on a new Mizuho OSI table would have the contract cancelled and the proration be applied to the purchase of a new service contract by providing Mizuho OSI with thirty (30) days written notice of the intent to trade in. If during the term of the Agreement, one of the tables provided for hereunder is declared obsolete by Mizuho OSI, then the contract would be cancellable and the proration of the remaining term of the contract shall be applied to the purchase of a new service contract for any new purchase of a Mizuho OSI service contract.

14. WARRANTY DISCLAIMER. Mizuho OSI's full contractual service obligations to Customer are described in this Agreement. Mizuho OSI provides no additional warranties under this Agreement. All Service and parts to support Service under this Agreement are warranted for ninety (90) days. NO WARRANTY OF MERCHANTABILITY, WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, APPLY TO ANYTHING PROVIDED BY MIZUHO OSI'S SUBCONTRACTOR OR MIZUHO OSI.

15. LIMITATIONS OF LIABILITY.

15.1 Except for Mizuho OSI's indemnity obligation set forth herein and claims covered by Mizuho OSI's insurance required herein, Mizuho OSI's total liability, if any, with respect to the Services or Mizuho OSI's performance of the Services herein is limited to an amount not to exceed two times the aggregate amount paid to Mizuho OSI herein.

16. PROPRIETARY SERVICE MATERIALS.

16.1 Mizuho OSI may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Mizuho OSI any violation of this provision.

16.2 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Mizuho OSI in the course of performing the Services shall be owned by Mizuho OSI.

17. THIRD PARTY MANAGEMENT. If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Mizuho OSI will route invoices for payment of Services rendered by Mizuho OSI to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Mizuho OSI are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Mizuho OSI has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Mizuho OSI provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand. Customer must provide Mizuho OSI, 30 days in advance, the Third-Party Organization's name, address, contact, phone, and fax.

18. INDEPENDENT CONTRACTOR. Mizuho OSI is Customer's independent contractor, not Customer's employee, agent, or joint venture. Mizuho OSI's employees and Mizuho OSI's subcontractors are under Mizuho OSI exclusive direction and control. Mizuho OSI has no liability or responsibility for and does not warrant Customer's or Customer's employees' act or omissions related to any services that are performed by Customer's employees under this Agreement.

19. CONFIDENTIALITY.

19.1 Except for disclosures required by law or a valid order issued by a court or governmental body of appropriate jurisdiction, each party will maintain any non-public, confidential, or proprietary information of the other party, furnished or disclosed to such party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the other party, its customers, or its patients (collectively, "Confidential Information") confidential. Each party will use the same degree of care to protect the confidentiality of the other party's Confidential Information as such party uses to protect the confidentiality of its own confidential information, but not less than reasonable care. Each party may disclose the other party's Confidential Information to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure. Mizuho OSI acknowledges that Customer is a governmental entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). Notwithstanding any other provision contained in this Agreement, any information (including Confidential Information), communications, and documents given by Mizuho OSI to Customer and meetings involving Customer may be subject to disclosure pursuant to the Public Records Act and Brown Act. To the extent Customer is required by law to disclose the above-described information (including Confidential Information), communications, and documents, Customer shall comply with such law. Customer has the right in its sole discretion to determine what shall be disclosed.

19.2 All Confidential Information shall be and remain the sole and exclusive property of the disclosing party.

19.3 Each party agrees to use the other party's Confidential Information only in connection with the Services.

19.4 Each Party acknowledges and agrees that its obligations hereunder are necessary and reasonable in order to protect the other party, and expressly agrees that monetary damages may be inadequate to compensate the other for any breach of any covenant or agreement set forth in this Agreement. Accordingly, each party acknowledges and agrees that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting a bond or other security.

20. SUBCONTRACTS AND ASSIGNMENTS. Mizuho OSI may subcontract to service contractors of Mizuho OSI's choice any of Mizuho OSI's Service obligations to Customer or other activities performed by Mizuho OSI under this Agreement. No such subcontract will release Mizuho OSI from those obligations to Customer. Neither party may assign this Agreement without the other party's prior express written consent, which shall not be unreasonably withheld. Any purported assignment in violation of this Section is null and void.

21. INSURANCE AND INDEMNIFICATION.

21.1 Mizuho OSI shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter

referred to as "County Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any products or Services of Mizuho OSI, its officers, employees, subcontractors, distributors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Mizuho OSI shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County Indemnitees in any claim or action based upon such alleged acts, omissions, or Services. With respect to any action or claim subject to indemnification herein by Mizuho OSI, Mizuho OSI shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Customer; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Mizuho OSI's indemnification to County Indemnitees as set forth herein. Mizuho OSI's obligation hereunder shall be satisfied when Mizuho OSI has provided to Customer the appropriate form of dismissal relieving Customer from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Mizuho OSI's obligations to indemnify and hold harmless the County Indemnitees herein from third party claims.

21.2 Customer, to the maximum extent permitted by law, shall defend, protect and indemnify the Mizuho OSI and its Affiliates and each of their officers, employees and directors from and against any and all Losses which may be incurred by Mizuho OSI arising out of, due to, or in connection with, directly or indirectly, the receipt of the Services by the Customer, except to the extent that either: (a) such Losses are the result of the gross negligence or willful misconduct of such Mizuho OSI, or (b) such Losses are indemnifiable under Section 21.3 insurance limits.

21.3 Without limiting or diminishing Mizuho OSI's obligation to indemnify or hold the County of Riverside harmless, Mizuho OSI shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the Term of this Agreement. As respects to the insurance section only, Customer 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 Mizuho OSI has employees as defined by the State of California, Mizuho OSI shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Customer.

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

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

d. **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 Customer's Risk Manager. If the Customer'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)

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

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

5) Mizuho OSI shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

7) Mizuho OSI agrees to notify Customer of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

22. **RULES AND REGULATIONS.** To the extent applicable and made known in writing to Mizuho OSI, Mizuho OSI and its subcontractors will comply with Customer's reasonable rules and regulations applicable to third parties performing onsite Services at Customer, including Customer's building security procedures, provided such rules and regulations do not conflict with established Mizuho OSI policies.

23. **EXCLUDED PROVIDER.** Mizuho OSI represents and warrants that Mizuho OSI, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the equipment and Services provided under this Agreement ("Excluded Provider"). Mizuho OSI shall promptly notify Customer if it becomes aware that Mizuho OSI or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for Services not yet rendered.

24. **SOLICITATION OF MIZUHO OSI EMPLOYEES.** For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Mizuho OSI or its affiliates engaged in providing the Services.

25. **SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.** Customer's obligation to pay any money due to Mizuho OSI under this Agreement survives expiration or termination of this Agreement. Either party's rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the Quote. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the

equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement. This Agreement and the transaction concerned shall be governed by and construed under the laws of the State of California, USA without reference to principles of conflicts of law. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the disputes shall be referred to the senior management of the parties. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of mediations. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside County, California, and the parties waive any provision of law providing for a change of venue to another location.

26. **AMENDMENT AND MODIFICATION.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

27. **AUTHORITY TO EXECUTE.** Customer acknowledges that it has read the terms and conditions of this Agreement, that it knows and understands the same, and that it has the express authority to execute this Agreement.

28. **ELECTRONIC 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 to 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.

This Agreement is executed by the parties hereto and effective as of the last date of signature ("Effective Date")

Mizuho Orthopedic Systems, Inc., a Delaware corporation Signature:

Signature *Bill Bregar*
Print Name: Bill Bregar
Its. Director Service
Date Feb 16, 2023

County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System

By: *[Signature]*

Kevin Jeffries, Chair
Board of Supervisors
Dated: 3/28/23

ATTEST

Kimberly Rector
Clerk of the Board

By: *[Signature]* 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel
Esen Sainz
By:

Esen Sainz,
Deputy County Counsel

MAR 28 2023 15.4

ADDITIONAL EXHIBITS

Exhibit 1 - ADDITIONAL TABLE SYSTEM SERVICE TERMS AND CONDITIONS

1. SERVICES PROVIDED

1.1. **Service Contract Pre-Inspection.** Within 15 business days after confirmation of receipt of Customer's Service Contract purchase order (the Effective Date), Mizuho OSI will inspect the System not previously serviced by Mizuho OSI or any lapse in continuous contractual service or warranty provided by Mizuho OSI. Customer will be provided a written estimate for repairs, including travel, time, and materials necessary to bring the System within proper manufacturer's specifications. Upon receipt of PO from Customer, Mizuho OSI will provide necessary repairs at Mizuho OSI's current billable rate and at Customer's sole expense prior to entering into a service contract with Mizuho OSI. Repairs must be completed prior to any new Service Contract taking effect.

For purposes of clarification, in the event a System was purchased from a third party and Customer desires to enter into a Service Contract with Mizuho OSI, the process described above must be performed at Mizuho OSI's current billable rate and at Customer's sole expense prior to entering into a Service Contract with Mizuho OSI.

1.2. **Repair Service.** Commencing on the Effective Date and subject to the repair limitations set forth in this Exhibit 1, Mizuho OSI or Mizuho OSI's subcontractors will provide repair services for the System. Mizuho OSI will provide all replacement parts, which may be refurbished, and labor necessary to repair System, unless excluded in paragraph 3 below of this Exhibit 1. All components used are subject to Mizuho OSI inspection and quality control procedures and shall be warranted for ninety (90) days. Parts removed for replacement become the property of Mizuho OSI and Mizuho OSI shall remove parts from the System Site.

1.3. **Planned Maintenance Service.** Mizuho OSI will provide Customer notice of planned maintenance 30 days prior to the schedule for the System. Systems under warranty automatically receive one (1) planned maintenance service prior to warranty expiration; Systems under Service Contract receive one (1) planned maintenance service for each contract year. Mizuho OSI will provide such planned maintenance during the Service hours (as defined in Section 4) at a time that is mutually agreed upon. Customer will make the System available in accordance with this schedule. Mizuho OSI or its subcontractors will provide planned maintenance on the System at scheduled intervals. If Mizuho OSI cannot locate System, or System was not made available for planned maintenance when scheduled, Mizuho OSI will notify the Customer that Customer has 30 days to make available System for planned maintenance, otherwise Customer waives right to Service and Mizuho OSI may delete System from the contract. Additionally, Mizuho OSI shall charge Customer for time and travel expenses for its employees or subcontractors at Mizuho OSI's current billable rate.

1.4. **Software, Mechanical, and Electrical Enhancements/ Updates.** Mizuho OSI will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM; notwithstanding the foregoing, enhancements/ updates, as described above, provided by the OEM shall be installed at the time of service either during warranty or under contract at no additional charge to Customer. However, Customer currently not under contract with Mizuho OSI shall be charged for any and all enhancements and upgrades during service, and such charges shall be provided by Mizuho OSI in advance to Customer (all enhancements and updates are provided at failure).

2. CONTRACT ADMINISTRATION

2.1. **System Additions.** After completing the inspection, Customer may add a System to the System list by contacting Mizuho OSI. Customer and Mizuho OSI will agree on a mutually agreeable price and contract start date. The System will be added to the contract by a written amendment signed by the authorized representatives of both the parties.

2.2. **System Deletions.** Upon inspection and at Mizuho OSI's sole discretion, System is determined to be damaged beyond repair, Mizuho OSI shall promptly advise Customer in writing that damage to System is beyond repair and System is not safe for patient use or any use in any manner whatsoever and should be permanently decommissioned and/or destroyed.

3. EXCLUSIONS.

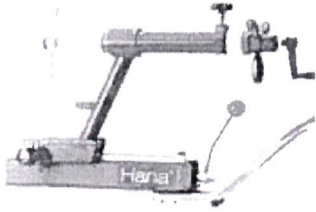
Unless specifically included in the Quote, in addition to the exclusions set forth herein, the Services do not include providing or paying the cost of:

- 3.1. Any rigging or structural alteration incident to the Services;
- 3.2. Consumable items and supplies (such as patient care kits, pads, covers, drapes straps and slings);
- 3.3. Cosmetic repairs;
- 3.4. The cost of factory reconditioning, rebuilds, or overhauls including freight, if repairs at Customer Site cannot maintain the equipment in satisfactory operating condition;
- 3.5. Disposing hazardous, infectious, or biomedical waste or materials;
- 3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Mizuho OSI is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;
- 3.7. Unless otherwise specified in the Quote, maintaining or repairing third-party equipment.

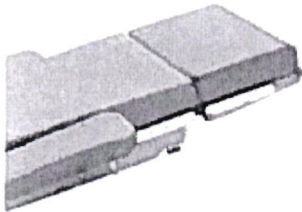
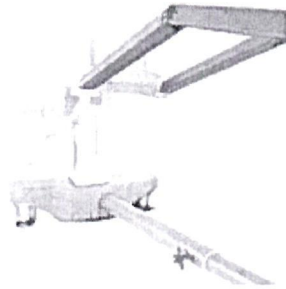
4. **COVERAGE.** Mizuho OSI will provide services on-site during the hours listed in Customer's service agreement, excluding Mizuho OSI observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and subject to the availability of personnel and repair parts, Mizuho OSI will provide such service at Mizuho OSI's then-current preferred rates and for material and labor. Customer acknowledges and agrees that Customer shall be charged a minimum of 4.5 hours per service call in addition to travel expenses and labor for service; service exceeding 4.5 hours shall be billed per hour and added to Customer Quote and Invoice via a written amendment signed by the authorized representatives of both parties.

5. **DOCUMENTATION.** Upon Customer's written request, Mizuho OSI will provide Customer with repair and planned maintenance records for Services performed on the Covered System.

6. **CUSTOMER RESPONSIBILITIES.** During the term of this Agreement Customer shall contact Mizuho OSI in writing prior to the expiration of the warranty, to arrange a date and time to determine type of service Customer desires post warranty.



**Proposal Prepared for:
RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL
CENTER**



Proposal Prepared For:

Marcia Jackson
(951) 486-5096
m.jackson@ruhealth.com
RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER
26520 CACTUS AVE
MORENO VALLEY, California
92555-3927
United States

Quote #: Q-91751-1

Date: 6/6/2022

Offer expires on 3/31/2023

Prepared by:

Brandy Ewers
bewers@mizuho.com



30031 Ahern Avenue
Union City, CA 94587-1234 USA
Telephone: (800) 777-4674
Fax: (510) 429-1337
Outside USA: 1 (510) 429-1500
www.mizuhosi.com

Marcia Jackson
RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER
26520 CACTUS AVE
MORENO VALLEY, California 92555-3927
United States

6/6/2022

Dear Marcia Jackson:

Thank you for your interest in our Mizuho OSI Full Service Contract for your surgical table(s). We have provided superior service solutions for more than 35 years!

Mizuho OSI understands that hospitals face increasing pressures to reduce costs, yet still meet high expectations for efficient and effective patient care. That is why we offer an after-sales service and support program which is designed to improve uptime and extend the life of the table, thus saving you both time and money.

From rapid delivery of parts to preventive maintenance and software upgrades, our experienced staff is fully qualified to serve you which meets FDA regulation 21CFR820. Our team of field-based service engineers and in-house service experts know the Mizuho OSI tables inside and out and are on hand to answer your questions and respond quickly to resolve any service issues.

We pride ourselves on being there for you when you need us, and being committed to the long term success of your organization.

Sincerely,

Brandy Ewers
bewers@mizuhosi.com

Mizuho OSI
 30031 Ahem Avenue
 Union City, CA 94587-1234 USA
 Phone: (800) 777-4674

Quote #: Q-91751-1
 Date: 6/6/2022
 Expires On: 3/31/2023
 GPO: VT - Vizient
 GPO Contract #: CE7212

Proposal Prepared For:
 Marcia Jackson
 RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER
 26520 CACTUS AVE
 MORENO VALLEY, California 92555-3927
 United States
 (951) 486-5096
 m.jackson@ruhealth.com

Prepared by:
 Brandy Ewers
 bewers@mizuhosi.com

Terms:
 Net 30 days

Service						
Qty	Product No	Product Name	Term (Months)	Unit Price	Serial #	Extended Price
1	FSC-TRIOS SP/I	FULL SERVICE CONTRACT - 7803, 7943, 7927	36	\$24,323.04	7803 266	\$24,323.04
1	FSC-HANA	FULL SERVICE CONTRACT - 6875	36	\$18,563.76	6875 2014-0727	\$18,563.76
1	FSC-TRIOS SYSTEM	FULL SRV CNT - 7803, 7927, 7943, 7855	33	\$24,934.54	7803 2626	\$24,934.54
Service TOTAL:						\$67,821.34

This Service Contract includes the following:

- One Preventive Maintenance per year for each top and base under contract.
- Complete checkout and review of equipment to validate it meets all OEM original specifications.
- Complete checkout of all motions including casters, all power checks, all control panel checks and hand pendant operations.
- Covers all repairs for Manufacturers' defects including: Batteries, Electrical Components, or any mechanical failure.
- Software and Hardware Upgrades at no charge upon failure.
- Unlimited Technical Phone Support (Monday through Friday 5:00AM-5:00PM PST excluding holidays)
- Prioritized response time.
- If customer caused damage to equipment, you will receive 15% discount on time and material.

Hours of Operation (local time)	Rate
Mon-Fri 8:00AM-5:00PM	Standard
Mon-Fri 5:00PM-8:00PM	Time and a half
Sat/Sun/Holiday	Double Time

Quotation Notes:

Contract Information & Serial Numbers - 3YR FSC

Contract Period 10/1/22-9/30/25 (36mths)

Trios SP/I - 7803: 266, 7927: CFX-15-2239M, 7943: 249 (36mths)

Hana - 6875: 2014-0727 (36mths)

Contract Period 12/1/22-9/30/25 (pro-rated 33mths)

Trios System - 7803: 2626, 7927: CFX21-4699G, 7943: 2313, 7855: 481 (pro-rated 33mths)

Total 3YR FSC = \$67,821.34

Annual Billing Breakdown

YR 1 Billing/Invoice Payment - \$21,095.92

YR 2 Billing/Invoice Payment - \$23,362.71

YR 3 Billing/Invoice Payment - \$23,362.71

For any Service Quotation, the attached Service Terms and Conditions will apply, unless already specified in the referenced Buying Group terms and conditions or otherwise negotiated.

Each agreement requires a Service Contract Pre-Inspection: Within 15 business days after confirmation of receipt of Customer's Service Contract purchase order (the "Effective Date"), Mizuho OSI will inspect the system not previously serviced by Mizuho OSI or any lapse in continual contractual service or warranty provided by Mizuho OSI. Customer will be provided a written estimate for repairs, including travel, time and materials necessary to bring the System within proper manufacturers specifications. Upon receipt of PO from Customer, Mizuho OSI will provide necessary repairs at Mizuho OSI's current billable rate and at Customer's sole expense prior to entering into a Service Contract with Mizuho OSI. Repairs must be completed prior to any new Service Contract taking effect.

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Riverside University 2023 3YR FSC

Final Audit Report

2023-02-16

Created:	2023-02-16
By:	David Parks (parkspropertymgmt@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAwrU29FLQFQQKbc463Gnl5NF8jQ1FWxiF

"Riverside University 2023 3YR FSC" History

-  Document created by David Parks (parkspropertymgmt@gmail.com)
2023-02-16 - 4:54:44 PM GMT
-  Document emailed to bbregar@mizuhosi.com for signature
2023-02-16 - 4:55:07 PM GMT
-  Email viewed by bbregar@mizuhosi.com
2023-02-16 - 6:09:12 PM GMT
-  Signer bbregar@mizuhosi.com entered name at signing as Bill Bregar
2023-02-16 - 6:10:07 PM GMT
-  Document e-signed by Bill Bregar (bbregar@mizuhosi.com)
Signature Date: 2023-02-16 - 6:10:09 PM GMT - Time Source: server
-  Agreement completed.
2023-02-16 - 6:10:09 PM GMT



Adobe Acrobat Sign