

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

671



FROM: Human Resources Department

SUBMITTAL DATE:
July 19, 2011

SUBJECT: Contract for Software System Support – Custom programming projects for the Monument Systems, LLC claims payment and eligibility system

RECOMMENDED MOTION: That the Board of Supervisors 1) ratify and approve the attached professional service amendment with Monument Systems, LLC, for the period July 1, 2010 through June 30, 2012; 2) authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of funding and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and 3) authorize the Chairperson to sign three (3) copies of the attached amendment, and retain one copy of the signed amendment, and return two (2) copies to Human Resources for distribution.

Barbara A. Olivier

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 20,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: Exclusive Care premiums paid by enrolled membership.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Robert Tremaine
BY: Robert Tremaine
Robert Tremaine

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 16, 2011
xc: HR, Purchasing

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

Prev. Agn. Ref.: 11/26/2002 - # 3.55, 10/19/2004 - #3.25, 11/4/2008 - #3.36, 4/6/2010 - #3.47
District: ALL
Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.58

FORWARDED TO COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 7/21/11 Departmental Concurrence

BACKGROUND:

Exclusive Care is a health plan option administered by the Human Resources Department for the County of Riverside employees and their families.

On November 26, 2002, the Board of Supervisors first approved an agreement with Monument Systems, LLC (formerly Health Trio) to purchase and install the current claims payment, eligibility and health information system for Exclusive Care. The software used in this system was designed by Monument and is proprietary in nature. The current Service Agreement with Monument Systems, LLC is effective for the period July 1, 2009 through June 30, 2012 which covers the annual maintenance fee and software support. For FY 2011-12 Exclusive Care is budgeted to adjudicate and pay over \$36 million in medical and hospital claims using the health information system purchased from Monument Systems, LLC. In order to insure timely and accurate claims payments and to keep up with changing regulations, it is anticipated that custom programming expenses that are not covered by the current maintenance agreement will need to be incurred. This amendment to the Monument Systems, LLC contract formalizes the terms and rates of these anticipated programming projects. The cost is not expected to exceed \$20,000 per fiscal year and \$60,000 for the period through the duration of the contract. The vendor will be maintaining their current rates during the period.

There is no direct cost to the County for the recommended action as these costs are funded by Exclusive Care premiums.



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Addendum To the *xpress*™ Software System Support, Maintenance Agreement Between County of Riverside on Behalf of the Exclusive Care Division of its Human Resources Department and HealthTrio, Inc.

This Addendum ("Addendum") is effective as of the latest date below (the "Effective Date") between Monument Systems, LLC, a Colorado Limited Liability Company ("Monument Systems"), and County of Riverside on Behalf of the Exclusive Care Division of its Human Resources Department ("Licensee") to amend the Software System Support and Maintenance Agreement between HealthTrio, Inc., and Licensee, dated December 31, 2002 (the "Agreement") and all amendments and addendums thereto. In the event of a conflict between the Agreement and this Addendum, the provisions of this Addendum will be deemed controlling.

Whereas the parties are subject to an addendum renewing the Agreement through June 30, 2012, effective April 6, 2010 (the "2010 Addendum") and whereas the parties acknowledge the need to modify the Agreement and agree as follows:

1. The Agreement shall be modified as follows:
 - 1.1 Monument Systems Information. Monument Systems' current address is: 400 S. Colorado Boulevard, Suite 540, Denver, Colorado 80246.
 - 1.2 Professional Services. "Professional Services" means consulting, implementation, training, custom programming, and other non-Hardware support services that may be contracted under separate Statements of Work ("SOWs").
 - 1.3 Billing of Professional Services. The parties agree that, in order to maximize Licensee's use of the *xpress*™ System (the "System"), Licensee generally requires Professional Services performed at Monument Systems' then current Time-and-Materials Rates or at rates as otherwise agreed upon. Monument Systems agrees to provide such work through the term of the 2010 Addendum (currently June 30, 2012 as per the 2010 Addendum) on a yearly basis. The yearly periods subject to the 2010 Addendum are: July 1, 2009-June 30, 2010; July 1, 2010-June 30, 2011; and July 1, 2011-June 30, 2012 ("Yearly Periods"). The fees for such Professional Services shall not exceed \$20,000.00 per Yearly Period ("Yearly Professional Services Amount"). All Professional Services offered during each year of the term of the 2010 Addendum shall not exceed \$20,000.00 in total and \$60,000.00 for the entire three (3) year period of the 2010 Addendum.
 - 1.4 Retroactivity of Yearly Professional Services Amount. The Yearly Professional Services Amount shall be considered effective as of July 1,



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2009. The parties hereby acknowledge that the Yearly Professional Services Amount for the July 1, 2009–June 30, 2010 has been paid to Monument Systems already.

- 1.5 Due Dates of Yearly Professional Services Fees. As Licensee requests Professional Services from time to time, Monument Systems shall prepare an SOW, including the estimated amount for such Professional Services, and, upon completion of the work described under the SOW, submit an invoice to Licensee for payment. All such invoices shall be due as normally due under the Agreement or any addendums or amendments thereto or pursuant to the terms of the SOW. However, as stated above, the totals for all such SOWs shall not exceed \$20,000.00 per Yearly Period.
- 1.6 Current Time-and-Materials Rates. Monument Systems agrees to bill Licensee at the discounted Time-and-Materials Rate of \$195/hour through the term of the 2010 Addendum. Monument Systems may raise this rate for any renewals subsequent to the 2010 Addendum.
- 1.7 Overages. In the event that Monument Systems feels that Professional Services requested by Licensee shall exceed the allowed amount of \$20,000.00 per Yearly Period, Monument Systems shall notify Licensee of such overage in advance of incurring such overage to the extent possible, and both parties shall work together and mutually agree upon a course of action.

2. This Addendum supplements, amends and is incorporated, to the extent identified above, into the Agreement. This Addendum shall remain in effect until the Agreements, as amended herein, expires or is terminated in accordance with its terms or this Addendum. Except as modified by this Addendum, the Agreement shall remain in full force and effect, and its terms and provisions are hereby ratified and confirmed subject to the terms and conditions of this Addendum.



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This Addendum is hereby executed as of the latest date below written.

ATTEST:
Clerk to the Board
Kecia Harper-Ihem

**County of Riverside On Behalf of the
Exclusive Care Division of its Human
Resources Department**

By:
Deputy

By:
Bob Buster
Chairman, Board of Supervisors

Date AUG 16 2011

Date AUG 16 2011

Approved as to form and content:

Neal Kipnis
Deputy County Counsel

By:
Deputy County Counsel

CONTRACTOR: Monument Systems, LLC

By:

Printed Name: Asma Hasan

Title: Chief Legal Officer

Date: June 10, 2011