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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
October 1, 2013

SUBJECT: Single/Source approval for additional services from i2i Tracks for the successful implementation of their Disease Registry system in the RCHS Ambulatory Care community clinics. [Districts – All] [$89,950 Funded by IEHP]

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to process payment of a single/sole source purchase for the following changes to the i2i Tracks Contract:

1. Upgrade from Standard Licensing to Enterprise Licensing in the i2i Tracks contract;
2. Amend the existing contract to update the IEHP interface to the Quest Diagnostic Laboratory interface;
3. Add the development and implementation of an EyePACS interface to the existing contract;
4. Purchase costs will be reimbursed to the County by the Inland Empire Health Plan and the County will be responsible for an increase to the annual maintenance and support costs.
5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options for software maintenance for up to four additional years, based on the availability of fiscal 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 adjustments.

Name: Douglas D. Bagley
Title: Hospital Director

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS   DATE

Departmental Concurrence

Mark Seiler, Assistant Director

Purchasing

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 89,950	$ 0	$ 89,950	$ 19,275 annually	Consent ☐ Policy ☒
NET COUNTY COST	$ 0	$ 0	$ 0	$ 19,275 annually	

SOURCE OF FUNDS: IEHP has agreed to reimburse the County for the initial costs of this request ($89,950)

Budget Adjustment: No

For Fiscal Year: 13/14

C.E.O. RECOMMENDATION: APPROVE

BY: Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: November 5, 2013
xc: RCRMC, Purchasing

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

Prev. Agn. Ref.:   **District:** 5   **Agenda Number:**

3-38

BACKGROUND:
Summary (continued)
BACKGROUND: Inland Empire Health Plan (IEHP) was organized as a joint powers agency for a local, not-for-profit, public health plan. Currently IEHP serves over 605,000 residents of Riverside and San Bernardino counties through government-sponsored programs including Medi-Cal (families, adults, seniors and people with disabilities), Healthy Kids, and a Medicare Advantage Special Needs Program. IEHP has partnered with providers to deliver high quality health care to members since September of 1996.

Riverside County Health System (RCHS) currently operates ten (1 0) geographically dispersed Community Health centers and one dental clinic. The RCHS is currently utilizing the Chronic Disease Management System (CDEMS) to track chronic diseases. This system is used to track patients with chronic conditions, such as diabetes, and ensures that they are staying in line with recommended regimens for their disease. RCHS's CDEMS is an older system that can no longer be supported by current technology.

The i2i Systems will be installed in all ten Community Health Centers' and will replace the existing application CDEMS. RCHS will be reimbursed by IEHP for the purchase of the hardware required. i2i Systems was awarded the contract as the selected vendor through IEHP's RFP process.

With the i2i Tracks® system the Community Health Center's care providers will be able to provide patients with preventative health care solutions, nutritional education and counseling, treatment and follow-up options, immunizations as needed. The system i2i Tracks®, will also enhance patient care, service delivery, maximize reimbursements opportunities, and improve operational efficiency. The system will also provide improved ability to comply with reporting requirements for the Uniform Data System (UDS), Meaningful use, and the National Committee for Quality Assurance (NCQA).

Impact on Citizens and Businesses
There is no impact on the NCC. RCHS needs to cover the Service Fee through revenue (patient fees). Implementation of i2i tracks with enhance patient care as expanded on the in the background summary of this document.

SUPPLEMENTAL:
Additional Fiscal Information
IEHP will reimburse for the services being requested in the amount of $89,950. The County will be responsible for the increase in annual maintenance and support in the amount of $19,275.

Contract History and Price Reasonableness
The agreement was reviewed by a negotiation team consisting of personnel from IEHP and RCHS. The evaluation team reviewed the agreement based on i2i Systems overall responsiveness to the requirements of the County's needs, the software capability, and the overall cost to the County, which will be paid by IEHP, and the County's cost is only for maintenance. Maintenance fees charged to the County are the same rates charged to all governmental customers.

Date: October 1, 2013

From: Doug Bagley, RCRMC CEO

Department/Agency: RCRMC-Ambulatory Care

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for upgrade from i2i Tracks Standard License to i2i Tracks Enterprise License, amend existing contract to replace the IEHP interface with a Quest Diagnostic Laboratory interface and the addition of an EyePACS interface.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested**: Upgrade existing i2i Tracks contract for 10 system standard licenses to an Enterprise Licensing option for unlimited system usage throughout the Riverside County Health System ($87,500). Replace IEHP interface in the existing contract with a Quest Diagnostic laboratory interface at no additional cost, and include an EyePACS interface to the existing contract ($2,450). Although the County will purchase these services through i2i Tracks directly, IEHP has agreed to reimburse the County for these services. No direct costs to the County will be associated with this request, except for annual maintenance and support costs.

2. **Supplier being requested**: i2i Systems

3. **Alternative suppliers that can or might be able to provide supply/service**: N/A. Must purchase i2i Systems' licenses.

4. **Extent of market search conducted**: IEHP conducted a vendor and system evaluation of disease registry applications on the market place. Based upon the needs of the RCRMC Ambulatory Care clinics and the needs of the grant that funded the project, the i2i Tracks Disease Registry System was selected as the best system to meet those needs.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide**: i2i Tracks is a proprietary software system and they are the only vendor who can offer the services being requested.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county**: By upgrading to the Enterprise Licensing option, the clinic environment can grow to include users at additional clinic sites and offer licensing coverage for the RCRMC Medical Center. The interfaces will automatically interface data from other diagnostic systems, reducing manual input redundancy, human error and increase the overall positive healthcare experience for the patient.

7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier**: The vendor has agreed to provide the County with a 30% discount on their usual costs, and IEHP has agreed to reimburse the County for the total cost associated with this request.

8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)**: Yes. The increase in services will require an increase in annual maintenance and support costs by $19,275 per calendar year.

Form # 116-333 rev 8/12/13

9. **Period of Performance**: October 1, 2013 through December 31, 2017. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options for software maintenance for up to four additional years, based on the availability of fiscal 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 adjustments.
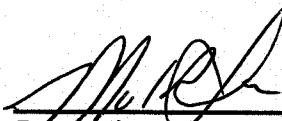
_____   10/22/13
Doug Bagley, RCMC CEO   Date

Purchasing Department Comments:

(Approve)   Approve with Condition/s   Disapprove

Not to exceed: <u>$89,950</u> One time   <u>$19,275</u> Annual Amount through <u>December 31, 2017</u>

_____   10-23-13   14-196
Purchasing Agent   Date   Approval Number
                                                                (Reference on Purchasing Documents)

Form # 116-333 rev 8/12/13

"RUSH"   PR2013 00155

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

(RCIT)

To be completed for all departmental purchases of IT systems, services or renewals

Contract Approved.

REQUESTED PURCHASE:	HP PROLIANT DL380P SERVER, VMWARE/SYMANTEC/SQL/WIN SOFTWARE
DEPARTMENT/AGENCY:	RIVERSIDE COUNTY HEALTH SYSTEM
CONTACT NAME/PHONE:	ANGELA HINES *8-7284/KRIS MONTOYA *8-6144/HELEN ORONA *8-3358

PURCHASE REQUEST: ☒ NEW EQUIPMENT/SERVICES ☐ UPGRADE ☐ REPLACEMENT

PURCHASE TYPE: ☐ PROFESSIONAL SERVICES ☒ SOFTWARE ☒ HARDWARE ☐ RENEWAL

DESCRIBE REQUESTED PURCHASE

HP PROLIANT DL380P SERVER, VMWARE/SYMANTEC/SQL/WIN SOFTWARE

UPON RECEIPT OF EQUIPMENT IEHP WILL BE INVOICED FOR REIMBURSEMENT

Covers SHPR's # 7051, # 7052 and # 7053

BUSINESS NEEDS ADDRESSED

RCHS-AMBULATORY CARE CURRENTLY OPERATES 10 GEOGRAPHICALLY DISPERSED COMMUNITY HEALTH CENTERS, AND ONE DENTAL CLINIC; OUR CURRENT DISEASE REGISTRY (CDEMS) CAN NO LONGER BE SUPPORTED BY CURRENT TECHNOLOGY. WITH THIS NEW DISEASE REGISTRY SYSTEM OUR HEALTH CARE PROVIDERS WILL BE ABLE TO PROVIDE OUR PATIENTS WITH PREVENTATIVE HEALTH CARE SOLUTIONS, NUTRITIONAL EDUCATION AND COUNSELING, TREATMENT AND FOLLOW-UP OPTIONS, IMMUNIZATIONS NEEDED, ETC... THE SYSTEM I2I TRACKS, WILL ALSO ENHANCE PATIENT CARE, SERVICE DELIVERY, MAXIMIZE REIMBURSEMENTS OPPORTUNITIES, AND IMPROVE OPERATIONAL EFFICIENCY. THE SYSTEM WILL ALSO PROVIDE IMPROVED ABILITY TO COMPLY WITH REPORTING REQUIREMENTS FOR UDS, MEANINGFUL USE, AND NCQA.

IEHP WAS AWARDED A GRANT TO IMPROVE QUALITY OF LIFE TO THEIR PATIENTS THROUGH PREVENTATIVE, AND COMPREHENSIVE CARE, TO ACHIEVE THE TERMS OF THIS GRANT THEY HAVE PARTNERED WITH RCHS AMBULATORY CARE. AS PART OF THIS PARTNERSHIP IEHP HAS AGREED TO PURCHASE I2I TRACKS DISEASE REGISTRY SYSTEM, 10 SOFTWARE LICENSES, AND 1ST YEAR OF MAINTENANCE. I2I WAS AWARDED THE CONTRACT AS THE SELECTED VENDOR THROUGH IEHP'S RFP PROCESS.

ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?   ☒ NO ☐ YES ☐ UNKNOWN

BUSINESS CRITICALITY
☐ Run the business
☒ Grow the business
☒ Transform the business

BUSINESS IMPACT (SELECT ALL THAT APPLY)
☐ Support current operations
☐ Reduce Expenses
☒ Improve Customer Service
☒ Improve Operational Efficiencies

BUSINESS RISKS

Financial:

Operational: N/A

Customer:

ALTERNATIVE SOLUTIONS

1. [Solution]
2. [Solution] N/A
3. [Solution]

TRANSACTION   ☒ Cash Purchase   ☐ Lease Purchase   Lease Years: _____

SHPR's #7051, 7052, 7053 *P12 2013-00155*

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

PURCHASE COSTS	COST BENEFIT ANALYSIS			
		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
Hardware: $13616.49	Current Annual Cost			
Software: $7482.62	Ongoing Annual Cost			
	Annual Cost Savings			
Labor: $	Net Annual Savings			
	Project Implementation Cost			
TOTAL COST: $ 26099.11	Project Payback Period? yrs			

Department Head Signature: Please see attachment   Date: 4/24/13   5/8/13

RCIT RECOMMENDATION – for purchases and renewals under $100,000

Recommended: ☐ Yes   ☐ No (Non-recommended requests submit to TSOC)

By: **RCIT - APPROVED**   Date:

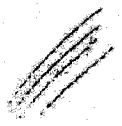Chief Information Officer Signature: Date:

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over $100,000 and RCIT non-recommended purchases or renewals.

Recommended: ☐ Yes   ☐ No (In no, provide explanation below)

TSOC Chair Signature: Date:

TSOC explanation for denied requests:

<center>**i2i Systems, Inc.**</center>

<center>### AMENDMENT TO SOFTWARE LICENSE AGREEMENT</center>

This Amendment to Software License Agreement (the "Amendment") is made and entered on this 22ⁿᵈ day of October, 2013(the "Effective Date") between Riverside County, through its Riverside County Regional Medical Center-Ambulatory Care, having its principal place of business at 4065 County Circle Drive, Room 304, Riverside, California 92503. ("Licensee"), and i2i Systems, Inc., a California Corporation, having its principal place of business at 3663 N. Laughlin Rd., Ste. 200, Santa Rosa, CA 95403 ("Licensor"). Either party may be referred to individually as the "Party" or collectively as "the Parties."

WHEREAS:

A   Licensee and Licensor entered into a Software License Agreement, effective as of the 25ᵗʰ of May, 2013 (the "Original Agreement").

B.   Licensee and Licensor now seek to amend the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree to the following amendments:

1.   Section 2a is deleted in its entirety and replaced with the following revised and amended Section 2a:

Licensor grants to Licensee a perpetual, non-exclusive license solely for its internal business purposes to (i) use and install the Licensed Product on one or more servers utilizing a single Licensed Product Database; (ii) use and display the Licensed Product on the workstations of an unlimited, concurrent number of Authorized Users; (iii) maintain a single, active replicated copy and unlimited non-active copies of the Licensed Product for archival and contingency purposes only; (iv) make unlimited copies of the Licensed Product documentation provided or made available to Licensee by Licensor; and (v) permit Authorized Users to use the written materials and documentation accompanying the Licensed Product. Licensee's rights in the Licensed Product shall be limited to those expressly granted in this Agreement. Any use that exceeds the scope of the license grant shall constitute a breach of this Agreement.

2.   Section VIc is revised and amended with Section VIc i:

VIc i.   Optional Services. Licensee has elected to purchase an optional Lab Interface-HL7 to Quest and a new EyePACS interface based on the scope of work described in Schedule A with fees as described in Schedule B.

3.   Except as otherwise set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect as written. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

C.   Payment.

a.   License Payments. Licensee agrees to pay a license fee as specified in Schedule B attached hereto and incorporated by reference, which shall be payable as set forth in Schedule B.

b.   Late Payments. On all amounts outstanding and payable to Licensor, interest shall accrue from the date such amounts are due and payable at the rate of one and eight-tenths

percent (1.8%) per month or the maximum amount allowable by law, whichever is less. Licensee's payment of interest on overdue amounts shall not cure or waive any default pursuant to this Agreement.

c. Payments. Payments for all fees due shall be due and payable as specified in Schedule B. Failure to pay any fee due as set forth in this Section A on or before the due date specified in Schedule B shall constitute a material breach under this Agreement.

IN WITNESS WHEREOF, the respective Parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.
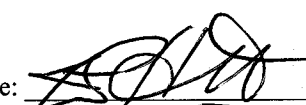
"i2i Systems, Inc."   **"Riverside County"**

Licensor   **Licensee**

Name: _____   Name: _____

Printed Name: Janice Nicholson   Printed Name: James P Hewett
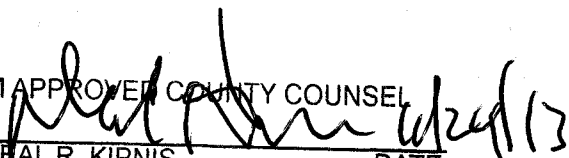
Title: President, CEO   Title: Procurement Contract Specialist

Date: October 22, 2013   Date: 10/23/2013

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/24/13
NEAL R. KIPNIS   DATE

Schedule A

Description of Software Interfaces

1. Lab Interface definitions

The Lab result interface is a unidirectional interface of lab result data coming into i2iTracks®. The lab interface is HL7 V2.3 and details of interface requirements "i2iTracks HL7 Interface Lab Messages" can be found the following link http://www.i2isys.com/minimumrequirements/. Because patient labs are not ordered through i2iTracks we use the following criteria to match lab results that originate from external sources (e.g. Quest, Labcorp or other lab company) into the patient's record in i2iTracks.

  a. Patient lab results are first matched to i2iTracks by patient ID (account number or unique identifier in the PMS system), patient date of birth, patient First Name (first 3 characters), Last Name (first 12 characters).

  b. If no match is found i2iTracks will match by patient Medical Record Number, patient date of birth, patient First Name (first 3 characters), Last Name (first 12 characters).

  c. If no match is found then Partial ID is searched (anything left of space), patient date of birth, First Name (first 3 characters), Last Name (first 12 characters)

  d. If no match is found i2iTracks will match by patient date of birth, all characters of patient First Name, and all characters of Last Name AND there are not two patients with the same demographics in the i2iTracks table.

  e. If no match is found after the last matching criteria performed in step "d" above, then the patient's lab results will not be linked in i2iTracks.

  The "Patient Lab Report" that can be printed in i2iTracks is not the official report of record and the laboratory cannot verify that the test results have transmitted accurately. It is a summary of the medical report and it cannot be used as a legal medical document to make decisions about patient care. By signing this agreement you acknowledge the data in i2iTracks is a summary and you wish to use it knowing it is not an official lab/pathology report and cannot be used as a legal medical document and understand that the laboratory cannot verify the accuracy of the results transmission.

Any request to modify the scope of work described above would be considered a customization request. Should we decide to accept the customization request you would be charged our hourly development rate applicable at the time of the request.

For all interfaces, Licensee is responsible for verifying that all data is accurate prior to and during the first training, and performing any additional testing to identify data issues.

2. EyePACS Interface Method Used

1. The interface between i2iTracks and EyePACS is a bi-directional interface. Open an EyePACS case in i2iTracks and the pertinent patient demographic data will be uploaded to the EYEPACS website.

There you can complete the EyePACS case by downloading the images and complete the remaining required data. On a daily basis, i2iTracks will receive results from EyePACS. The case details can be accessed with i2iTracks via the EyePACS website. To access cases in the EyePACS website, you will need an EyePACS login.

Any request to modify the scope of work described above would be considered a customization request. Should we decide to accept the customization request you would be charged our hourly development rate applicable at the time of the request.

For all interfaces, Licensee is responsible for verifying that all data is accurate prior to and during the first training, and performing any additional testing to identify data issues.

Schedule B
Fees

Description	Qty	Unit Cost	Total
Licenses: i2iTracks Enterprise License-Upgrade from Standard License to Enterprise License.	1	$125,000.00	$125,000.00
Licenses Total			**$125,000.00**
Add-Ons Lab Interface-HL7 to Quest Labs ORU, Custom Z messages	1	$8,200.00	$8,200.00
EyePACS EyePACS Retinal imaging interface	1	$3,500.00	$3,500.00
Add-on Total			**$11,700.00**
Discounts: Discount 1 - One-time, 30% discount on the purchase price of the Enterprise License Upgrade and EyePACS items on this Quote.	1	($38,550.00)	($38,550.00)
Discount 2 - Included to reflect the exchange of the Quest Labs Interface on this Quote for the previously purchased IEHP Interface. This exchange has no financial impact.	1	($8,200.00)	($8,200.00)
Discounts Total			**($46,750.00)**
**TOTAL COST			**$89,950.00**

Payment Schedule for Licenses and Services:

      50% deposit due with signed Amendment $44,975.00
      Balance due on installation $44,975.00

Travel and expenses for onsite work are not included and will be billed at cost as incurred.

Annual Support & Maintenance Fee

*Annual Fee:
Support & Maintenance Fees List Annual Payment - $24,606.00
      Discount 1 - See Discount 1 above - $ 3,855.00
      Discount 1 - See Discount 1 above - $ 1,476.00
Support & Maintenance Fees Discounted Annual Payment: **19,275.00**

   Due 90 days after Date of Delivery as defined in original License Agreement