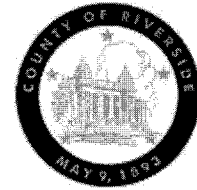


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.24
(ID # 6634)

MEETING DATE:

Tuesday, April 10, 2018

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - FEDERALLY QUALIFIED HEALTH CENTERS (FQHCs): Ratify and Execute the Eighth Amendment to Agreement with KaZee Inc., for the Ambulatory Public Health Information System from January 1, 2018 through December 31, 2018 Districts: All; [\$76,419, Local - Patient Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

Ratify and approve the Eighth Amendment to Agreement with KaZee, Inc for the Ambulatory Public Health Information System (APHIS) in the amount of \$76,419 for January 1, 2018 through December 30, 2018; and

Authorize the Chairman to execute four (4) original copies of the Amendment on behalf of Riverside County.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: April 10, 2018
xc: RUHS

Kecia Harper-Ihem
Clerk of the Board

By 
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	\$ 76,419	\$ full year	\$ 76,419	\$ 0
NET COUNTY COST	\$ 0	\$ full year	\$ 0	\$ 0
SOURCE OF FUNDS: Local – Patient Revenue			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The original agreement was approved by the Board of Supervisors on December 13, 2005 Item 3.4, with the option to renew for two additional five (5) year renewals that would be brought back to the Board prior to each renewal period. DOPH implemented the comprehensive Ambulatory Public Health Information System (APHIS) in Fiscal Year 2006 (Board Agenda Item 3.4 dated 12/13/2005; Board Agenda Item 3.14 dated 12/14/2010 for the subsequent agreement extension through December /2015.

In December 2015, Riverside University Health System (RUHS), aware of the future implementation of Epic Systems (one of the largest providers of health information technology, used primarily by large U.S. hospitals and health systems to access, organize, store and share electronic medical records), with the intent that Epic would replace APHIS (also referred to the Patient Management System – PMS,) requested a two (2) year renewal of the agreement through December 2017 in the Seventh Amendment (Board Agenda Item 3.50 dated 12/08/2015) at a reduced cost supporting the availability of PMS data.

Although APHIS is no longer in daily use in the FQHC clinics, the patient data contained in the APHIS system must be retained for 25 years. The RUHS Information Services (IS) Department is presently in the process of archiving data for all systems replaced as a result of the implementation of Epic. The archival of the data and decommission of the APHIS system is planned for the calendar year 2018. The Eighth Amendment provides for a limited use contract and maintenance agreement for the calendar year 2018 which will allow the system to be vendor supported and available for limited use as a reference, release of information, and legal requests until the data is archived and the system is decommissioned.

RUHS and the County's Federally Qualified Health Centers (FQHCs) provide Riverside County residents with a broad range of primary and preventative health services at the ten (10) County FQHCs. These services are provided under 140 categorical programs and include prenatal care; well child exams; nutrition education and counseling; communicable disease control; tuberculosis diagnosis, treatment, and follow-up; HIV/AIDS testing; primary care; immunizations; family planning; and public health visits.

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

The Eighth Amendment has been approved by County Counsel as to legal form.

Impact on Residents and Businesses

The FQHC and Public Health serve residents in all five Riverside County supervisorial district, providing more than 120,000 patient encounters per year. The community as a whole uses the clinics to receive high quality healthcare service with linkage into the larger health system including the RUHS Medical Center and specialty clinics, including Behavioral Health

Additional Fiscal Information

Calendar Year costs for period 01/01/2018 through 12/31/2018 representing Year 13 of the Agreement equaling \$76,419 [\$42,000 for Clinic Management System (CMS) Licenses and \$34,419 for Sub-maintenance Costs (Attachment 10- Schedule 1 of the Eighth Amendment.)]

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

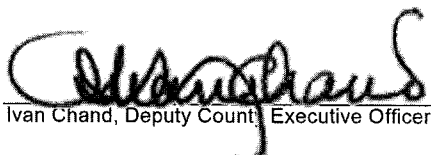
Contract History and Price Reasonableness

This renewal cost of \$76,419 is \$71,326 less than FY2017 contract renewal cost of \$147,745. This reduction in cost is due to minimizing the contract services as a result of transitioning this data into a new consolidated archive solution.

KaZee, Inc (BCA - Business Computer Applications) Project Budget and Actual Costs					
Time Period	Base Costs	Optional Costs	Total Base Plus Optional Costs	Actual Costs	Includes:
FY 2006	\$ 1,432,660.00	\$ 185,573.00	\$ 1,618,233.00	\$ 525.00	Capital Costs, Implementation, Training, Support and Maintenance
FY 2007	\$ 334,506.00	\$ 197,759.00	\$ 532,265.00	\$ 250.00	Capital Costs, Implementation, Training, Support and Maintenance
FY 2008	\$ 113,206.00	\$ 29,854.00	\$ 143,060.00	\$ 198,578.46	Support and Maintenance
FY 2009	\$ 118,867.00	\$ 32,461.00	\$ 151,328.00	\$ 253,827.48	Support and Maintenance
FY 2010	\$ 103,149.00	\$ 33,142.00	\$ 136,291.00	\$ 393,907.58	Support and Maintenance
FY 2011	\$ -	\$ 6,895.00	\$ 6,895.00		Support and Maintenance
Total 2005 Board Action	\$ 2,102,388.00	\$ 485,684.00	\$ 2,588,072.00	\$ 847,088.52	
FY 2011	\$ 434,399.67	\$ 84,837.46	\$ 519,237.13	\$ 527,590.76	Licenses, Maintenance and Support
FY 2012	\$ 131,455.47	\$ 89,387.86	\$ 220,843.33	\$ 239,575.70	Support and Maintenance
FY 2013	\$ 138,028.25	\$ 94,371.63	\$ 232,399.88	\$ 177,322.97	Support and Maintenance
FY 2014	\$ 144,929.65	\$ 99,831.02	\$ 244,760.67	\$ 180,718.26	Support and Maintenance
FY 2015	\$ 152,176.14	\$ 105,812.47	\$ 257,988.61	\$ 200,627.96	Support and Maintenance
Total 2010 Board Action	\$ 1,000,989.18	\$ 474,240.44	\$ 1,475,229.62	\$ 1,325,835.65	
FY 2016	\$ 219,109.00	\$ 27,001.00	\$ 246,110.00	\$ 284,447.80	Support and Maintenance
FY 2017	\$ 93,564.00	\$ 54,181.00	\$ 147,745.00	\$ 133,551.05	Maintenance
FY 2018	\$ -	\$ 27,121.00	\$ 27,121.00	\$ -	Maintenance
Total 2015 Board Action	\$ 312,673.00	\$ 108,303.00	\$ 420,976.00	\$ 417,998.85	
FY 2018	\$ 76,419.00		\$ 76,419.00	\$ -	Licenses and Maintenance
Total Current Request	\$ 76,419.00	\$ -	\$ 76,419.00	\$ -	
Aggregate Total All Actions	\$ 3,492,469.18	\$ 1,068,227.44	\$ 4,560,696.62	\$ 2,990,923.02	

ATTACHMENTS:

Eighth Amendment to the Information Systems Agreement with Kaze, Inc.


Ivan Chand, Deputy County Executive Officer

4/2/2018

**EIGHTH AMENDMENT TO THE
INFORMATION SYSTEMS AGREEMENT**

WITH

KAZEE, INC.

(AMBULATORY PUBLIC HEALTH INFORMATION SYSTEM)

This EIGHTH AMENDMENT TO THE INFORMATION SYSTEMS AGREEMENT WITH KAZEE, INC. ("Eighth Amendment"), dated as of April 10, 2018, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Kazee, Inc. ("CONTRACTOR"), a Tennessee corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the COUNTY entered into that certain Information Systems Agreement with Business Computer Applications, Inc. ("BCA"), dated December 13, 2005, whereby BCA would implement an Ambulatory Public Health Information System ("APHIS") that would enhance patient care and service delivery, maximize reimbursement opportunities, and improve operational efficiency ("Agreement").

WHEREAS, the Agreement was amended by that certain Amendment No. 1 dated May 30, 2007, Amendment No. 2 dated October 23, 2007, Amendment No. 3 dated November 2, 2007, Amendment No. 4 dated November 29, 2007, Amendment No. 5 dated February 26, 2008, Amendment No. 6 dated December 14, 2010, and Seventh Amendment dated December 8, 2015.

WHEREAS, the Agreement was assigned by BCA to Kazee, Inc. ("CONTRACTOR") pursuant to that certain Assignment of Contracts dated January 1, 2014 ("Assignment").

WHEREAS, CONTRACTOR has an existing contract with the COUNTY and has the experience necessary to successfully complete the remaining accounts in APHIS.

WHEREAS, the COUNTY, on behalf of the Riverside University Health System ("RUHS"), also known as Riverside County Regional Medical Center, desires to ratify and approve the Assignment and continue the license and maintenance of APHIS to ensure

access to RUHS patient data for read-only access.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 4 (Period of Performance). Section 4.1 of the Agreement is hereby amended by the following: The term of the Agreement shall be extended for twelve (12) months commencing on January 1, 2018 and terminating on December 31, 2018 ("Extended Term"). The COUNTY shall have the option to extend the Agreement for a period of one (1) year on the same terms and conditions set forth herein. To exercise said option, COUNTY shall provide CONTRACTOR with written notice ninety (90) days prior to the expiration of the Extended Term.

2. Section 6 (Acceptance/Compensation). Section 6.2 of the Agreement is hereby amended by the following: The total maximum payment by COUNTY to CONTRACTOR for the Extended Term shall not exceed seventy-six thousand four hundred nineteen dollars (\$76,419.00).

3. Attachment 10. Schedule 1 of Attachment 10 is hereby deleted in its entirety and replaced with the Attachment 10 – Schedule 1 attached hereto as Exhibit "A" and incorporated herein by reference.

4. Assignment. The COUNTY hereby ratifies and approves the Assignment, attached hereto as Exhibit "B" and incorporated herein by reference, with said approval being effective as of January 1, 2014.

5. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Eighth Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

6. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Eighth Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Eighth Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other

provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.

7. Effective Date. This Eighth Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.


[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the date first written above.

Dated: APR 10 2018

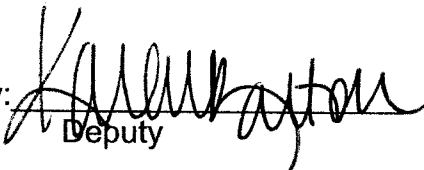
CONTRACTOR:

Kazee, Inc., a Tennessee corporation

By: 
Name: June Nuckolls
Its: COO/CFO

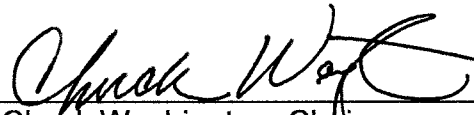
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

COUNTY:

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

By: 
Chuck Washington, Chairman
Board of Supervisors

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel


By: 
Thomas Oh
Deputy County Counsel

EXHIBIT "A"

Attachment 10 – Schedule 1

County of Riverside
 1- Year Extension Proposed by
KaZee, Inc.

Attachment 10 - Schedule 1
 Payment Schedule 3rd Renewal - Year 13

	Year 13				3rd Renewal Year 13			
CMS Software Licenses - Base Modules (41-50)	\$	42,000			\$	42,000		
Sub-Total CMS Licenses	\$	42,000			\$	42,000		
Maintenance Costs - CMS, Hardware & Third Party Software								
CMS - 20% of License fees	\$	8,400	\$	-	\$	-	\$	8,400
IBM Server & Operating System	\$	13,499	\$	-	\$	-	\$	13,499
InphoniteVoice Server Annual Maintenance Renewal (Premiur	\$	2,262	\$	-	\$	-	\$	2,262
InphoniteVoice additional Channel Maintenance Renewal	\$	1,908	\$	-	\$	-	\$	1,908
Rocket GUI Server Software	\$	2,500	\$	-	\$	-	\$	2,500
Rocket GUI Client Software (50)	\$	5,000	\$	-	\$	-	\$	5,000
Iron Mountain -- Housing of Source Code	\$	850	\$	-	\$	-	\$	850
Sub- Maintenance Costs	\$	34,419	\$	-	\$	-	\$	34,419
Total Base Costs	\$	76,419	\$	-	\$	-	\$	76,419

EXHIBIT "B"

Assignment of Contracts

CONSENT TO ASSIGNMENT

Riverside County Health System hereby consents to the assignment of the rights and obligations of BUSINESS COMPUTER APPLICATIONS, INC. ("Assignor") under all contracts by and between the Assignor and **Riverside County Health System** to KAZEE, INC. **Riverside County Health System** hereby agrees to look solely to KAZEE, INC. for the performance of the obligations of BUSINESS COMPUTER APPLICATIONS, INC. arising on and after the date hereof.

Dated effective January 1, 2014

Riverside County Health System

By: 

Title: Procurement Contract Specialist