

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



ITEM
3.35
(ID # 7072)

MEETING DATE:
Tuesday, July 17, 2018

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of Amendment 2 to the Master Agreement with CCH Incorporated, a Wolters Kluwer Company to extend the Software System for maintaining audits, governance and compliance workflow management services for five years effective October 1, 2018; District- All; [Total Cost\$422,400]; Hospital Enterprise Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment 2 to the Master Agreement with CCH Incorporated, a Wolters Kluwer Company to extend the Software System for maintaining audits, governance and compliance workflow management services for five years effective October 1, 2018 through September 30, 2023 for a total cost of \$422,400, and authorize the Chairman of the Board to execute the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement.


ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 6/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: July 17, 2018
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 80,000	\$ 82,400	\$ 422,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Approval of this Amendment 2 to the CCH Incorporated contract would allow Riverside University Health System-Medical Center (RUHS-MC) to extend the original agreement for an additional five years.

These services are required in order for RUHS-MC to continue maintaining compliance with standards as they relate to Health Insurance Portability and Accountability Act of 1996 (HIPAA) reporting and data retention, to Centers for Medicare and Medicaid Services (CMS), and the Office of Civil Rights (OCR). Furthermore, potential patient health information (PHI) breach analysis and meaningful use require additional reporting and data retention. This is only achieved through a centralized and automated system, enterprise wide. These services benefit RUHS-MC which avoid fines by having data available for both internal and external audits on an on-going basis. It helps track events as they occur as it involves several departments within the Medical Center and potential litigation, saving time by avoiding spreadsheet data aggregation and analysis and helps illustrate progress in identified risk areas. Finally, this service has enabled the organization to create a new protocol for annual attestation and certification avoiding potential conflicts of interests and an audit trail that is automated and retained through the ComplyTrack system for on-going inspection.

Impact on Citizens and Businesses

The Hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. The local economy will reap positive benefits from a thriving regional health system and where patients of all incomes can obtain high quality healthcare services.

Additional Fiscal Information

This Amendment will approve a five year fixed annual amount as specified below:

Description:	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	Total
Annual Cost	\$80,000	\$82,400	\$85,000	\$87,500	\$87,500	\$422,400

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Contract History and Price Reasonableness

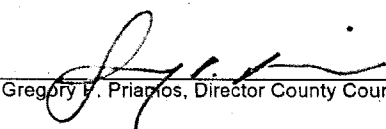
The Medical Center has contracted with CCH Incorporated for several years. The Board approved the sole source request for the Master Contract Agreement on October 6, 2015; Agenda Item Number 3-43. CCH Incorporated, a Wolters Kluwer Company, has been delivering regulatory data to health care clients for more than a hundred years and has established itself as a leader in this area. CCH Incorporated's unique and specialized software as a service (SaaS) contained all the components necessary to aid RUHS-MC in complying with the strict compliance requirements. The data is populated through question sets in the application (ComplyTrak), which is proprietary to MediRegs (a division of Wolters Kluwer). The data is updated as regulations change; new question sets are developed on an ongoing basis. More importantly, the software was secured as a part of a Corrective Action Plan by the Office of Civil Rights. Amending this Master Agreement will ensure there is continuity in the compliance activities established and prevent potential penalties that may be imposed upon RUHS-MC for non-compliance.

The ComplyTrack system is viewed as an average market cost for Software as a service. The software continues to meet the compliance needs of the department. Seeking and implementing a new software systems is not cost effective at this time. The first year would cost \$80,000, the second year \$82,400, the third year \$85,000, the fourth and fifth year would cost \$87,500 annually. Total cost shall not exceed \$422,400.

ATTACHMENTS:

Attachment A: Amendment 2 to the Master Agreement


Teresa Summers, Director of Purchasing 6/28/2018


Gregory F. Priamos, Director County Counsel 7/2/2018

AMENDMENT 2
TO
MASTER AGREEMENT

This Amendment 2 (the "Amendment") effective October 1, 2018 (the "Amendment Effective Date") amends the Master Agreement effective October 1, 2015 (approved by Customer October 6, 2015, Agenda Item 3-43) (the "Agreement") by and between **CCH Incorporated** ("CCH") a Delaware corporation and a Wolters Kluwer company, and **County of Riverside**, a political subdivision of the State of California, on behalf of Riverside University Health System-Medical Center ("Customer"). This Amendment is incorporated into and made a part of the Agreement. The parties agree as follows.

WHEREAS the parties executed the Agreement for CCH to provide subscription services to Customer to access ComplyTrack™ Products, and

WHEREAS, the Parties executed Amendment 1, effective October 1, 2017 to convert Customer's subscription service for Activity & Event Manager (AEM) to Issue & Action Management (IAM) and Incident Report (IR) to Incident Management (IM) for no additional license fee, and

WHEREAS the parties wish to renew the Subscription Service for an additional five (5) years;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows.

1. **Term and Renewal.** Section 11, Term and Renewal, of the Agreement shall be amended with the following: "The term of this Agreement shall be extended for five (5) additional years commencing on October 1, 2018 and terminating on with September 30, 2023".
2. **Exhibit A, Pricing Table.** Exhibit A of the Agreement shall be amended by replacing the pricing table with the new pricing table below:

Customer Number: 4001105366

SUBSCRIPTION SERVICES	Year 1 <i>10.1.18-9.3.19</i>	Year 2 <i>10.1.19-9.30.20</i>	Year 3 <i>10.1.20-9.30.21</i>	Year 4 <i>10.1.21-9.30.22</i>	Year 5 <i>10.1.22-9.30.23</i>
ComplyTrack™ Solutions: <i>Based on one (1) Licensed Facility(ies) specified in Attachment 3</i>					
<ul style="list-style-type: none"> • Issue & Action Management (IAM)² (<i>See Note 9, below</i>) • Risk Assessment Manager (RAM) • Document & Policy Manager (DPM) 	\$80,000	\$82,400	\$85,000	\$87,500	\$87,500
TOTAL ANNUAL FEES	\$80,000	\$82,400	\$85,000	\$87,500	\$87,500

¹**Additional Licensed Facilities.** As of the Order Document Effective Date, the annual fees set forth above are based on one (1) Licensed Facility(ies). In the event Customer's total number of Licensed Facilities exceeds one (1), Customer shall provide CCH with the increase in the total number of Licensed Facilities and CCH shall invoice Customer in accordance with CCH's then-current fees. Upon making or being the subject of an acquisition or merger, Customer shall provide to CCH the new number of Customer's Licensed Facilities and shall pay CCH any additional fees within sixty (60) days of the acquisition or merger.

²**Additional Named Analytic User(s) ("NAU").** As of the Order Document Effective Date, IAM and IM include one (1) NAU license(s) each and an unlimited number of individual user licenses. In the event Customer wishes to increase the number of NAUs, Customer shall inform CCH of the number of additional NAUs it wishes to license and CCH shall invoice Customer for any incremental annual fees due to an increase in the number of NAUs at \$1,000 per year for each additional NAU, prorated on a monthly basis for the remainder of the annual term in which the change occurs.

3. **Exhibit A, Notes.** Exhibit A of the Agreement shall be amended by adding a new Note 10 as follows:

"10. Maximum payments by Customer to CCH shall not exceed eighty-seven thousand five hundred dollars (\$87,500) annually, exclusive of any additional expenses not set forth above."

4. **General.** Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. No amendment or modification of this Amendment shall be effective unless signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

CCH Incorporated

Signature: 

Print Name: Rachel Dubé

Title: Contracts Manager

Date: June 11, 2018

County of Riverside

Signature: 

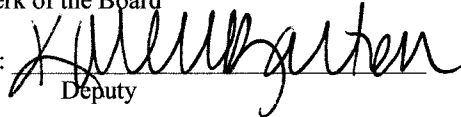
Print Name: Chuck Washington

Title: Chairman, Board of Supervisors

Date: JUL 17 2018

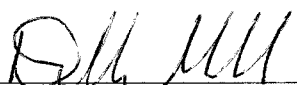
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: 
Danielle Maland
Deputy County Counsel

Date: 6/26/18