



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

**Riverside  
University  
HEALTH SYSTEM  
Medical Center** ITEM  
15.2  
(ID # 10932)

**MEETING DATE:**  
Tuesday, October 8, 2019

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the First Amendment to the Professional Services Agreement with Ellipsis Health, Inc., for Software Services to continue Care Management and Bi-directional HIPAA-compliant Texting Services Effective July 1, 2019 through December 31, 2019, 6 Months; All- Districts. [Total Cost \$137,500; up to \$13,750 in additional compensation; 36% Hospital Enterprise Fund; 64% FQHC Community Health Clinic Fund]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the First Amendment to the Professional Services Agreement with Ellipsis Health, Inc. for Software Services to continue management and bi-directional HIPAA-compliant texting services, to increase the annual Agreement amount by \$137,500 from \$550,000 to \$687,500 and extend the contract term for six months, effective July 1, 2019 through December 31, 2019, and authorize the Chairman of the Board to sign 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 exercise the options of the Agreement including modifications of the statement of work 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%) of the total annual cost of the Agreement.

**ACTION:**Policy


  
Jennifer Cruikshank, Chief Executive Officer - Health System 9/25/2019

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**MINUTES OF THE GOVERNING BOARD**

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

**Ayes:** Jeffries, Spiegel and Hewitt  
**Nays:** None  
**Absent:** Washington and Perez  
**Date:** October 8, 2019  
**xc:** RUHS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 137,500	\$ 0	\$ 137,500	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 36% Hospital Enterprise Fund - 40050; 64% FQHC Community Health Clinic Fund - 40090			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The First Amendment to the Professional Services Agreement for Software Services allows Riverside University Health System clinic doctors to continue using this care management and bi-directional HIPAA-compliant texting service to connect with their patients which efficiently supports the management of chronic disease or behavioral health issues.

The Ellipsis Solution is designed to provide care management and texting service and capabilities for the management of chronic disease and behavioral health patients, including those with substance abuse disorder, to achieve self-management goals. Self-management goals may include, but are not limited to preventive health guidance, lifestyle choices, recommended physical activity, nutrition guidelines, blood glucose self-monitoring and diabetes medication guidelines via two-way messaging, web-based communication and other communication methods between County clinicians, health “coaches” and their patients on the Ellipsis Solution.

The Ellipsis solution aids to improve clinical outcomes for patients requiring chronic disease management, including diabetes management. Additionally, this solution provides a mechanism fostering clinicians’ increased understanding of the medical, behavioral, and socio-economic needs of patients. The Ellipsis solution has the potential to support the expansion of synchronizing all patient outreach in the future. These improvements are accomplished through text messaging promoting patient engagement and healthier behaviors: prompting a patient to schedule or confirm an appointment, providing test results, providing behavioral encouragement, and offering periodic information to improve self-efficacy. Improving a patient’s clinical outcome can improve a patient’s quality of life and reduce health risks like heart disease, stroke, or substance abuse recidivism which can result in lengthy and costly hospital utilization and added risk to a patient’s physical and behavioral health.

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Ellipsis Solutions increased the overall physician communication score from 73.3 to 92.8 for calendar year 2017. RUHS currently has over 2,000 patients enrolled using this solution and the number of enrollees continue to grow.

**Impact on Citizens and Businesses**

Efficient and cost-effective communication between doctors and patients is an essential tool when it comes to the management or prevention of chronic illnesses. Patients are expected to take responsibility for their own health by modifying behavior and following their doctor's recommendations.

SUPPLEMENTAL:

**Additional Fiscal Information**

At this time, continuing the use of Ellipsis solution more cost effective than the purchase and implementation of a replacement solution. Pricing will remain at \$3.00 per month for each enrolled patient. The table below illustrates a historical budget amount allocated for each fiscal year.

2 Year Contract BOS Approved 10/16/18; #17.5		6 Month Extension	TOTAL
FY2017/2018	FY2018/2019	FY2019/2020	
\$275,000	\$275,000	\$137,500	\$687,500

**Contract History and Price Reasonableness**


On October 16, 2018; Agenda Item #17.5, the Board approved a Professional Service Agreement with Ellipsis Health, Inc. to continue with the care management and bi-directional HIPAA-compliant texting services effective July 1, 2017 through June 30, 2019 for an amount not to exceed \$275,000 annually.

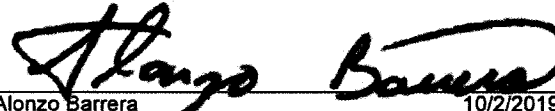
This six-month extension effective July 1, 2019 through December 31, 2019 will allow RUHS to continue fulfilling its obligations for uninterrupted patient care management while RUHS prepares for a new procurement to replace this system. The extension will also allow use until the data is archived and the application is decommissioned.

**ATTACHMENTS:**

**Attachment A: First Amendment to the Software Services Agreement for Care Management and Bi-Directional HIPAA Compliant Texting Services with Ellipsis Health, Inc.**

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Teresa Summers, Director of Purchasing 10/2/2019

  
Alonzo Barrera 10/2/2019

  
Gregory V. Priaplos, Director County Counsel 10/2/2019

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR  
SOFTWARE SERVICES  
BETWEEN COUNTY OF RIVERSIDE AND ELLIPSIS HEALTH, INC.**

This First Amendment to the Professional Service Agreement for Software Services (“First Amendment”) is entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as “COUNTY”) on behalf of the Riverside University Health System (herein referred to as “RUHS”) and **Ellipsis Health, Inc.**, a Delaware corporation, (herein referred to as “CONTRACTOR”), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Software Services, approved October 16, 2018, Agenda Item No. 17.5, and effective July 1, 2017 through June 30, 2019 (herein referred to as “Agreement”), to provide management and bi-directional HIPAA-compliant texting services; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend the Agreement to extend the period of performance for six (6) months, commencing July 1, 2019 through December 31, 2019, and increase the maximum compensation amount by \$137,500 from \$550,000 to \$687,500.

**NOW THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. **Period of Performance.** Section 2. Period of Performance is hereby deleted in its entirety and replaced with the following:

“2. **Period of Performance.** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2019, unless terminated earlier.”

3. **Compensation.** The second sentence in Section 3.1 is hereby deleted in its entirety and replaced with the following:


“Except as described below, maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty-seven thousand five hundred dollars (\$137,500), including all expenses, for the period July 1, 2019 through December 31, 2019 for an aggregate maximum contract amount of six hundred eighty-seven thousand five hundred dollars (\$687,500).”

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4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
5. **Effective Date.** This First Amendment to the Agreement shall become effective July 1, 2019.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this First Amendment.

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

By: 

Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: OCT 08 2019

ELLIPSIS HEALTH, INC., a Delaware corporation

By: 

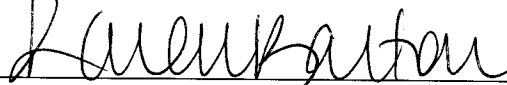
Name: Mainul Islam

Title: CEO

Date: 09/06/2019


**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: 

Name: Susanna Oh

Title: Deputy County Counsel

Date: 9/16/19