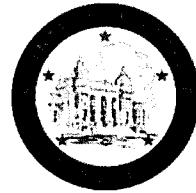


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.35
(ID # 10934)

MEETING DATE:

Tuesday, December 10, 2019

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM: Ratification and Approval of the Ninth Amendment to the Information Systems Agreement with KaZee, Inc. for the Ambulatory Public Health Information System effective September 4, 2019, All Districts. [\$151,938 up to \$15,193 in additional compensation - 100% RUHS-FQHC Health Care Clinics Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Ninth Amendment to the Information Systems Agreement with KaZee, Inc. for the Ambulatory Public Health Information System (APHIS) to exercise the two (2) one-year renewal options and increase the contract amount to \$151,938, commencing on January 1, 2019 and terminating on December 31, 2020, and authorize the Chairman of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, exercise renewal options, based on the availability of fiscal funding, and as approved by County Counsel to: to sign amendments that exercise the options of the original agreement with KaZee, Inc., including modifications to 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 11/26/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 10, 2019
xc: RUHS

Kecja R. Harper
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	\$73,509.00	\$ 78,429	\$151,938	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% RUHS-FQHC Health Care Clinics Fund - 40090			Budget Adjustment: No	
			For Fiscal Year: 19/20- 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 13, 2005, Agenda No. 3.4, the Board of Supervisors approved a motion for the purchase of software services from KaZee Inc. (then known as Business Computer Applications, Inc.), to serve the Riverside University Health System Medical Center (then known as RCRMC). The purchase included licensing of the Clinic Management System (CMS) application, professional services, and years of maintenance associated with the database solution.

The CMS application was used in the FQHCs for practice management and limited clinical functions prior to the implementation of Epic in 2016. In accordance with Riverside County policy, the data contained in this application must be retained for 25 years. The archival of data and decommission of the CMS application was planned and implemented for the calendar year of 2018.

The archival and decommission effort has taken longer than anticipated. To accommodate the resolution of this initiative, this request is for a ninth amendment to the current agreement that will allow for the application to be vendor supported and available to end-users as a reference, for release of information, and legal requests until the data is archived and the application is decommissioned. This is the last expected contract renewal for this application.

KaZee, Inc. has provided the CMS application supporting practice management at the FQHCs for thirteen years. This application is proprietary, and the renewal is of the contracted application licenses and related services are only available through this vendor. To change vendors at this phase in the data archival and decommission effort would be cost prohibitive.

Impact on Residents and Businesses

The Public Health Communities serve residents in all five Riverside County supervisorial districts, 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.

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

Additional Fiscal Information

Calendar year cost for period 1/1/2019 through 12/31/2019 representing year 14 of the Agreement equaling \$73,509.00 [\$43,260.00 for Clinic Management System (CMS) Licenses and \$30,249.00 for Sub-maintenance Costs (Schedule 1 of the Ninth Amendment)] and, calendar year cost for period 1/1/2020 through 12/31/2020 representing year 15 of the Agreement equaling \$78,429.00 [\$43,260.00 for CMS licenses and \$35,169.00 for Sub-maintenance Costs (Schedule 2 of the Ninth Amendment)].

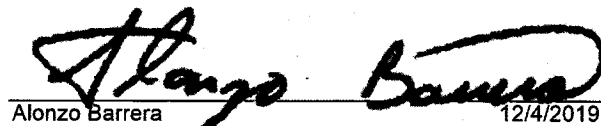
Contract History and Price Reasonableness

On December 13, 2005, Agenda Item No. 3.4, the Board approved a five (5) year Independent Contractor Agreement for Ambulatory Public Health Information System with Business Computer Applications, BCA (currently known as KaZee Inc.) in the amount of \$2,102,388, effective from execution through December 31, 2010. This approval included options to renew for up to two additional five (5) year terms in the amount of \$1,277,303 for the period of January 2016 - December 2020, with each renewal brought to the Board prior to the renewal period.

Under the Purchasing Agent's authority, the Agreement was amended by 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 and Amendment No. 5 dated February 26, 2008. On December 14, 2010, Agenda Item No. 3.14, the Board approved a Sixth Amendment to the agreement with BCA in the amount of \$1,475,230 for the performance period of January 1, 2011 to December 31, 2015. On December 8, 2015, Agenda Item No. 3-50, the Board approved the Seventh Amendment to the Agreement with KaZee, Inc. in the amount of \$420,976, from January 1, 2016 through December 31, 2017. On April 10, 2018, the Board approved the Eighth Amendment, in the amount of \$76,419, effective January 1, 2018 through December 30, 2018.

This Ninth Amendment will renew the Information Systems Agreement with KaZee, Inc, for the remaining term, in the amount of \$151,938, effective January 1, 2019 and terminating on December 31, 2020.


Tina Grande, Assistant Purchasing Director 12/3/2019


Alonzo Barrera 12/4/2019


Gregory V. Priamos, Director County Counsel 12/4/2019

NINTH AMENDMENT TO THE INFORMATION
SYSTEMS AGREEMENT WITH KAZEE, INC.
(AMBULATORY PUBLIC HEALTH INFORMATION SYSTEM)

This NINTH AMENDMENT TO THE INFORMATION SYSTEMS AGREEMENT WITH KAZEE, INC. ("Ninth Amendment"), dated as of September 4, 2019, 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, Amendment No. 7 dated December 8, 2015, and Eighth Amendment dated April 10, 2018.

WHEREAS, the Agreement was assigned by BCA to KaZee, Inc. ("CONTRACTOR") pursuant to that certain Assignment of Contracts dated January 1, 2014 ("Assignment"), and said Assignment was ratified and approved by COUNTY by way of the Eighth Amendment;

WHEREAS, notwithstanding the language contained in the previous amendments, the Parties had intended to preserve and exercise the two (2) options to renew the term of the Agreement, as set forth in section 4.1 of the Agreement and as approved by the COUNTY's Board of Supervisors;

WHEREAS, the Parties now desire to exercise this option to renew through December 31, 2020. – Schedule 1 attached hereto as Exhibit "A".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy

of which is hereby acknowledged, COUNTY and CONTRACTOR 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 twenty-four (24) months commencing on January 1, 2019 and terminating on December 31, 2020 ("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 one hundred fifty-one thousand nine hundred thirty-eight dollars (\$151,938.00).
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. The above recitals are true and correct, and are incorporated herein by reference.
5. The term of the Agreement is extended through December 31, 2020.
6. 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 Ninth Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
7. 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 Ninth 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 Ninth 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.

8. This Ninth Amendment shall not be binding or consummated until it is fully executed by the Parties.

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


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

By: 
Kevin Jeffries
Chairman of the Board

Chairman of the Board

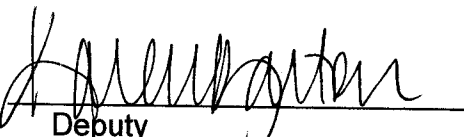
Dated: DEC 10 2019

KaZee, Inc., a Tennessee corporation

By: 
Ricky T. Cotton
VP of Sales

Dated: 4 Sep 19

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Susanna Oh
Deputy County Counsel

EXHIBIT "A"

Schedule 1

County of Riverside
 2-Year Extension Proposed By
 KaZee, Inc.

Schedule 1
 Payment Schedule 4th Renewal - Years 14 & 15

	Year 14		Year 15		4th Renewal					
CMS Software Licenses - Base Modules (41-50)	\$	43,260.00	\$	43,260.00	\$	-	\$	-	\$	86,520.00
Sub-Total CMS Licenses	\$	43,260.00	\$	43,260.00	\$	-	\$	-	\$	86,520.00
Maintenance Costs - CMS, Hardware & Third-Party Software										
CMS - 19.418% of License Fees	\$	8,400.00	\$	8,400.00	\$	-	\$	-	\$	16,800.00
IBM Server & Operating System	\$	13,499.00	\$	13,499.00	\$	-	\$	-	\$	26,998.00
Inphonite Maintenance	\$	-	\$	4,920.00	\$	-	\$	-	\$	4,920.00
Rocket GUI Server Software	\$	2,500.00	\$	2,500.00	\$	-	\$	-	\$	5,000.00
Rocket GUI Client Software	\$	5,000.00	\$	5,000.00	\$	-	\$	-	\$	10,000.00
Iron Mountain - Housing of Source Code	\$	850.00	\$	850.00	\$	-	\$	-	\$	1,700.00
Sub-Total Maintenance Costs	\$	30,249.00	\$	35,169.00	\$	-	\$	-	\$	65,418.00
Total Base Costs	\$	73,509.00	\$	78,429.00	\$	-	\$	-	\$	151,938.00