

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



ITEM: 15.1
(ID # 12652)

MEETING DATE:

Tuesday, June 02, 2020

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the 27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. and Amendment #1-6BNMT5T to the Business Agreement with Cerner Health Services, Inc.; All Districts. [Total Cost \$1,897,377; up to \$189,737 in additional compensation – 100% Hospital Enterprise Fund - 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the 27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. ("Cerner") for a total cost of \$1,087,985 to extend the time to decommission existing applications and revise the related termination dates, effective through November 30, 2019, and authorize the Chairman of the Board to sign said 27th Amendment on behalf of the County;
2. Ratify and approve Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement to modify the DataArk archiving scope (including maintenance) to continue the decommissioning effort and add applications and services to complete the data migration to the MediQuant archive solution, for a total cost of \$809,392, effective through June 30, 2024, and authorize the Chairman of the Board to sign said Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement on behalf of the County and;

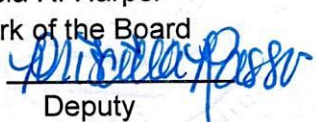
ACTION: Policy


Jennifer Crulkshank, Chief Executive Officer - Health System 5/21/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: June 2, 2020
xc: RUHS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

3. 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 (a) that exercise the options of the original agreements, including modifications of the statement of work that stay within the intent of the agreements, and (b) to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of each aforementioned amendment.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost Increase:	Ongoing Cost
COST	\$1,659,885	\$111,852	\$1,897,377	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment:	No
			For Fiscal Year:	19/20-23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve the 27th Amendment to 2004 Agreement with Cerner Health Services, Inc. and Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement for a combined total cost of \$1,897,377.

The request for the ratification of the 27th Amendment accounts for needed extensions to the applications required to successfully complete the decommissioning project and the termination dates related to these services.

The request for the ratification of Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement, will account for additions and modifications to the archiving scope of work, extensions to supporting applications necessary to continue the decommissioning effort and extend the termination date to June 30, 2024. Amendment #1 final costs include \$1,019,088 in costs and \$209,696.19 in credits for a final total of \$809,392.

Impact on Residents and Businesses

The availability of historical patient medical records and the provision of integration and lab services has ensured that RUHS healthcare services are of the highest quality, further promoting RUHS as a competitive provider of healthcare in Riverside and adjacent counties.

Additional Fiscal Information

The costs noted in the above Subject, Recommended Motion, Financial Data table, and Background have been rounded to satisfy requirements of Board Policy A-5. Below, are the exact costs associated with this request.

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

27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. ("Cerner")					
FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Total
\$1,087,985.30					\$ 1,087,985.30
Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement					
FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Total
\$571,899.59	\$111,852	\$41,880	\$41,880	\$41,880	\$809,391.59
Total for both Amendments					\$1,897,376.89

Contract History and Price Reasonableness

On September 28, 2004, Agenda Item 3.38, the Board approved a three (3) year Agreement with Siemens Medical Solutions USA, Inc. for the Hospital Information Services (HIS) project for the Riverside Regional Medical Center (RCRMC).

On September 4, 2007, Agenda Item 3.50, the Board approved the award of a three (3) year Agreement with Siemens Medical Solutions for the HIS project for RCRMC, with options to renew for seven one-year increments. This board approval was a result of the August 2006 Request for Proposal (RFP) released by Central Purchasing for the HIS project, with subsequent evaluation and recommendation for contract award to Siemens Solutions.

Through the course of Cerner's (formerly Siemens Medical Solutions USA, Inc.) long standing relationship with RUHS, resulting from an RFP (PUARC460) authorized by the Board in Agenda Item 3.27 dated 6/13/2006, Cerner has provided various proprietary healthcare solutions and requests for adjustments to the scope of services have been approved to align the engagement with the ever-changing electronic healthcare record needs.

Per the approved second motion of Agenda Item 3.50, 9/4/2007, the Purchasing Agent has executed Amendment No. 7, 12/22/2009, Amendment No. 9, 3/24/2011, Amendment No. 10, 3/24/2011, Amendment No. 11, 12/21/2011, Amendment No. 13, 4/16/2012, Amendment No. 14, 5/15/2012, Amendment No. 16, 1/22/2013, Amendment No. 17, 3/20/2013, Amendment No. 18, 9/30/2013, Amendment No. 19, 10/24/2013, Amendment No. 20, 2/11/2014 and Amendment No. 21, 3/26/2014, for ministerial amendments and renewal year options.

Further contract administration activities performed by the Purchasing Agent, but not formally enumerated, include but not limited to letters of termination for decommissioned software and hardware applications.

The following chart below summarizes the board approvals for various Cerner Amendments throughout the term of the Agreement.

Amendment No.	Agenda Item	BOS Date	Description
N/A	3.38	9/28/2004	New contract with Siemens Medical Systems for the service and equipment for the RCRMC Hospital Information System

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

Amendment No.	Agenda Item	BOS Date	Description
			Project.
2	3.50	9/4/2007	Amendment to replace Invision products obtained in 9/2004 with Soarian Products and NextGen EMR for Ambulatory Clinics
6	3.60	3/17/2009	Amendment to implement ZynxOrders and ZynxCare
8	3.66	1/11/2011	Amendment for additional products and services required to secure Electronic (EDI) Claims Submission services for the hospital as a result of RFP MCARC138
22	3.52	7/15/2014	Amendment to all preceding amendments. 12 month implementation with 72 mo./6 year support agreement and for extension of NextGen EMR applications to 10 Federally Qualified Health Clinics
23	3.61	9/23/2014	Amendment to all preceding amendments for professional services to optimize revenue recovery through modifications to the Invision Revenue Cycle system.
24	3.29	5/12/2015	Amendment to all preceding amendments for Professional services to scan backlog of documents into EDM system.
N/A	B.2	7/25/2017	New contract - Cerner Business Agreement 1-5UDSC2R software, services, and equipment per sales order 1-5UB2YJG to the Cerner Business Agreement
25	3.96	8/29/2017	Amendment to add maintenance and support services
26	17.1	8/28/2018	Amendment for the Wind Down and termination dates for decommissioned services to the 9/2004 agreement

On February 2, 2015, Siemens assigned the Agreement and all executed amendments to Cerner Corporation, now recognized as Cerner Health Services, Inc.

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

ATTACHMENTS: 27TH AMENDMENT TO THE 2004 CERNER AGREEMENT,
AMENDMENT #1-6BNMT5T TO THE 2017 CERNER BUSINESS AGREEMENT


Teresa Summers, Director of Purchasing 5/21/2020


Brianna Lantajo, Management Analyst 5/27/2020


Gregory H. Priamos, Director County Counsel 5/21/2020



Twenty-Seventh Amendment

THIS TWENTY-SEVENTH AMENDMENT (this "**Amendment**") between Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355, and the County of Riverside, on behalf of its Riverside University Health System-Medical Center ("**Client**"), a political subdivision of the State of California having its principal place of business at 26520 Cactus Ave, Moreno Valley, CA, 92555-3927, is effective as of July 23, 2019 ("**Amendment No. 27 Effective Date**"),

WITNESSETH:

WHEREAS, Client and Siemens Medical Solutions USA, Inc. ("**Siemens**") were parties to an agreement dated as of September 28, 2004 and subsequent amendments thereto (as amended, the "**Agreement**"). In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement, including all amendments that had then been made to the Agreement, to Cerner.

WHEREAS, Client and Cerner entered into Amendment 1-5T3PT6U, dated as of July 25, 2017 (the "**Wind-Down and Termination Amendment**"), relating to the Agreement; the Twenty-Fifth Amendment to the Agreement, executed by Client on August 29, 2017 and by Cerner on October 13, 2017; and the Twenty-Sixth and Final Amendment dated May 31, 2018, which, among other things, amended and restated the Wind-Down and Termination Amendment (the Wind-Down and Termination Amendment as so modified being referred to as the "**Modified Wind-Down and Termination Amendment**").

WHEREAS, Client and Cerner, as successor in interest to Siemens under the Agreement, wish to amend the Modified Wind-Down and Termination Amendment and to amend the Agreement in certain respects.

WHEREAS, although most terms in this Amendment are effective as of the Amendment No. 27 Effective Date or another stated date, the issuance of certain invoices and due date for certain payments are tied instead to the date on which this Amendment is first fully executed by the parties (the "**Amendment No. 27 Execution Date**").

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

1. Extension of INVISION. Effective as of January 1, 2019, the term of support and hosting for the INVISION Application that was listed in Section 1(A) of the Modified Wind-Down and Termination Amendment as having an A/R Rundown Monthly Fee of \$28,227 is extended through October 31, 2019; the existing monthly fee of \$28,227, together with the monthly fee for Patient Accounts Archive Ad Hoc Reports in excess of the applicable base limit ("**PAA Ad Hoc Fees**"), shall continue throughout that period, subject to any applicable adjustments under the Agreement. Client shall pay the base portion of that fee for the period from January 1, 2019 through September 30, 2019 (totaling \$254,043) in full on the Amendment No. 27 Execution Date. For the PAA Ad Hoc Fees for the period from January 1, 2019 through September 30, 2019, Cerner shall invoice promptly after the Amendment No. 27 Execution Date and Client shall pay those invoices consistent with the payment terms under the Agreement. For the period after September 30, 2019, Cerner shall invoice and Client shall pay those fees (both the base fees plus the PAA Ad Hoc Fees) monthly, subject to the services and fees being terminated early as described below. The term of the services described in this section and the corresponding fees will terminate early if both parties execute a certificate memorializing their agreement that the data within the A/R Rundown Solutions has been completely and accurately transferred to the DataArk archive solution. Upon the execution of such a certificate or expiration of the term of support and hosting (whichever occurs first), Client's license to the A/R Rundown Solutions shall terminate, and after that date Cerner shall have no further obligation to make the A/R Rundown Solutions available or to provide support, hosting, and other services for the A/R Rundown Solutions. Client shall not be obligated to pay the fees described in this section for the period following execution of that certificate, but Client shall remain obligated to pay any then-unpaid fees for the period preceding execution of that certificate.

2. Extension of Soarian Clinicals. Effective as of January 1, 2019, the term of support and hosting for the Soarian Clinical Applications that were listed in Section 1(D) of the Modified Wind-Down and Termination Amendment as being the "Immediate Archive Solutions" is extended through November 30, 2019; the existing monthly fee of \$37,127 shall continue throughout that period, subject to any applicable adjustments under the Agreement. Client shall pay that fee for the period from January 1, 2019 through September 30, 2019 (totaling \$334,143) in full on the Amendment No. 27 Execution Date. For the period after September 30, 2019, Cerner shall invoice and Client shall pay that fee monthly, subject to the services and fees being terminated early as described below. The term of the services described in this section and the corresponding fees will terminate early if both parties execute a certificate memorializing their agreement that the data within the Immediate Archive Solutions has been completely and accurately transferred to the DataArk archive solution. Upon the execution of such a



certificate or expiration of the term of support and hosting (whichever occurs first), Client's license to the Immediate Archive Solutions shall terminate, and after that date Cerner shall have no further obligation to make the Immediate Archive Solutions available or to provide support, hosting, and other services for the Immediate Archive Solutions. Client shall not be obligated to pay the fee described in this section for the period following execution of that certificate, but Client shall remain obligated to pay any then-unpaid fees for the period preceding execution of that certificate.

3. Extension of EDM. Effective as of January 1, 2019, the term of support for the Electronic Document Management (EDM) Applications that were listed in Section 1(E) of the Modified Wind-Down and Termination Amendment as having a monthly fee of \$18,101.43 is extended through October 31, 2019; the existing monthly fee of \$18,101.43 shall continue throughout that period, subject to any applicable adjustments under the Agreement. Client shall pay that fee for the period from January 1, 2019 through September 30, 2019 (totaling \$162,912.87) in full on the Amendment No. 27 Execution Date. For the period after September 30, 2019, Cerner shall invoice and Client shall pay that fee monthly, subject to the services and fees being terminated early as described below. The term of the services described in this section and the corresponding fees will terminate early if Client exercises the following option: Client shall have the option, in its discretion, to give Cerner a written notice under this section to terminate the Electronic Document Management (EDM) Applications described in this section. That notice must be given at least thirty (30) days in advance of the termination date specified in that notice. Effective as of the termination date specified in that notice, Client's license to the Electronic Document Management (EDM) Applications described in this section shall terminate, and after that date Cerner shall have no further obligation to make those Electronic Document Management (EDM) Applications available or to provide support or other services for those Electronic Document Management (EDM) Applications. Client shall not be obligated to pay the fees described in this section for the period after the termination date specified in that notice, but Client shall remain obligated to pay any then-unpaid fees for the period preceding that termination date.

4. Extension of WAN. Effective as of January 1, 2019, the term of the WAN service is extended until the date (the "**WAN Wind-Down Date**") when either (1) the parties have transferred support communications to a VPN connection and have transferred the remaining INVISION, Soarian Clinicals and EDM communications to an alternative connection (sometimes referred to as a CPR connection) using a Cerner-owned secondary router on Client's premises or (2) both of the following have occurred: (a) a certificate described in Section 1 (*Extension of INVISION*) has been signed by Client and Cerner or the term of support and hosting described in that Section 1 has expired (whichever of those two occurs first), and (b) a certificate described in Section 2 (*Extension of Soarian Clinicals*) has been signed by Client and Cerner or the term of support and hosting described in that Section 2 has expired (whichever of those two occurs first). The existing monthly fee for the WAN service of \$19,664 shall continue throughout the period from January 1, 2019 until thirty-days after the WAN Wind-Down Date (that thirty-day period being intended to cover the costs while Cerner arranges for the related telecommunications circuit and related services to be discontinued). Client shall pay that fee for the period from January 1, 2019 through September 30, 2019 (totaling \$176,976) in full on the Amendment No. 27 Execution Date. For the portion of the period after September 30, 2019, Cerner shall invoice and Client shall pay that fee monthly. Promptly following the WAN Wind-Down Date, Client shall return to Cerner the Cerner-owned primary router that is currently located on Client's premises, and once the Cerner-owned secondary router that is currently located on Client's premises is no longer needed for either the WAN or the alternative connection referenced above, Client shall return that secondary router to Cerner.

In all other respects, the Agreement, including the prior amendments and sales orders that comprise it, remains unchanged and in effect.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment as of the Amendment No. 27 Effective Date.

COUNTY OF RIVERSIDE

By: 
(signature)

V. Manuel Perez
(type or print)

Title: Chairman, Board of Supervisors

CERNER HEALTH SERVICES, INC.

By: 

Teresa Waller

Title: Senior Director, Contract Management

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Susanna Oh
Deputy County Counsel

 **Cerner™ EXECUTION INVOICE**

Client: The County of Riverside
26520 Cactus Ave
Moreno Valley, CA 92555-3927

Invoice No: EXEC No. 1-6OZ9BQN
Invoice Date: Amendment No. 27 Execution Date
Due Date: Amendment No. 27 Execution Date

Remit: **Via FedEx:**
Cerner Health Services, Inc.
Attn: Accounts Receivable, 5th Floor
2800 Rockcreek Parkway
Kansas City, MO 64117

OR

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: \$928,074.87

Under Section 1 (<i>Extension of INVISION</i>), base fee for the period from January 1, 2019 through September 30, 2019	\$254,043.00
Under Section 2 (<i>Extension of Soarian Clinicals</i>), fee for the period from January 1, 2019 through September 30, 2019:	\$334,143.00
Under Section 3 (<i>Extension of EDM</i>), fee for the period from January 1, 2019 through September 30, 2019:	\$162,912.87
Under Section 4 (<i>Extension of WAN</i>), fee for the period from January 1, 2019 through September 30, 2019:	\$176,976.00





AMENDMENT NO. 1-6BNMT5T

THIS AMENDMENT NO. 1-6BNMT5T between Cerner Health Services, Inc. ("Cerner"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355 and the County of Riverside ("Client"), a political subdivision of the State of California, having its principal place of business at 26520 Cactus Ave, Moreno Valley, CA, 92555-3927, is effective as of July 23, 2019 ("Amendment No. 1-6BNMT5T Effective Date"),

WITNESSETH:

WHEREAS, Client and Cerner are parties to a Cerner Business Agreement dated July 25, 2017 (as amended, the "Agreement").

WHEREAS, Client and Cerner wish to amend the Agreement, specifically Cerner Sales Order No. 1-5UB2YJG (as amended, the "Cerner Sales Order"), dated July 25, 2017, in certain respects, and

WHEREAS, references to the "Amendment No. 1-6BNMT5T Execution Date" mean the date on which this Amendment No. 1-6BNMT5T is first fully executed by the parties,

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

- 1. Cerner and Client acknowledge and agree that the correct party name for Client is "the County of Riverside," and any and all references to a party as "Client" or "Riverside University Health System – Medical Center" in any agreement between the parties shall mean "the County of Riverside."
2. Cerner and Client hereby agree to amend the Scope of Services section of the Cerner Sales Order with the addition of the scope information provided in Attachment I of this Amendment No. 1-6BNMT5T.
3. In consideration for the changes below, Cerner agrees to credit Client \$43,750 in Professional services fees related to McKesson Horizon Surgical Manager extract fee and QuadraMed (Quantim) Lookup extract fee.
4. Cerner and Client hereby agree to terminate in its entirety the following items of Sublicensed Software and Maintenance in Cerner Sales Order No. 1-5UB2YJG:

Table with 7 columns: Line #, Solution Code, Description, Qty, Scope, Unit One-Time Fees, Extended One-Time Fees. Row 10: MDQ3014, Data Ark Non Discrete Storage Plus – NextGen ITS Reporting Server, 1, Each, 42,419.19, 42,419.19

Table with 7 columns: Line #, Manufacturer Part #, Description, Level of Service, Qty, Ongoing Maint Term (Mo), Extended Ongoing Maintenance Fees. Row 10: MDQ3014, Data Ark Non Discrete Storage Plus – NextGen ITS Reporting Server, 1, 120, 84,839.00

- 5. In consideration for the above termination, Cerner agrees to credit Client \$38,688 in Professional services fees related to NextGen ITS Reporting implementation fee & extract fee.
6. Effective on the Amendment No. 1-6BNMT5T Execution Date, Cerner and Client hereby agree to add the following items of Sublicensed Software and Maintenance to Cerner Sales Order No. 1-5UB2YJG; to avoid any doubt, the parties confirm that the one-time fees for the following will be payable on the same terms as the one-time Equipment/Sublicensed Software fees are payable under the Cerner Sales Order (namely, seventy percent (70%) upon shipment of the Equipment/Sublicensed Software and thirty percent (30%) on First Productive Use), and the parties agree that the





AMENDMENT NO. 1-6BNMT5T

extended ongoing maintenance fees for the following will be payable on the same terms as the extended ongoing maintenance fees relating to DataArk are payable under the Cerner Sales Order (namely, beginning on the earlier of documentation of First Productive Use or nine (9) months following the Effective Date, except that this nine (9) month period will be extended to the extent of any Cerner-caused delay that extends the project timeline past the estimated nine (9) months), except that for this purpose the reference to "the Effective Date" in those terms will be replaced by a reference to "the Amendment No. 1-6BNMT5T Execution Date":

Line #	Solution Code	Description	Qty	Scope	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Monthly Support Fees	Solution Description Code	Pass-Through Code
Quote: Professional Services - MQ (1-14603815132-R-2)										
1	DAPL10	Conduent Midas+	439	Beds	102.30	44,910.00				61100_MDQ
2	DAPL10	McKesson Cerme	439	Beds	102.30	44,910.00				61100_MDQ
3	DAPL12	Phillips OB Tracevue	439	Beds	179.72	78,895.00				61100_MDQ

Line #	Manufacturer Part #	Description	Level of Service	Qty	Initial Maint Term (Mo)	Extended Initial Maintenance Fees	Ongoing Maint Term (Mo)	Extended Ongoing Maintenance Fees
Quote: Professional Services - MQ (1-14603815132-R-2)								
1	DAPL10	Conduent Midas+	13x5 M-F 4 HR	439	0	0.00	*	70,311.92
2	DAPL10	McKesson Cerme	13x5 M-F 4 HR	439	0	0.00	*	70,311.92
3	DAPL12	Phillips OB Tracevue	13x5 M-F 4 HR	439	0	0.00	*	123,609.84

* - the term of the ongoing maintenance for these items will commence on the Amendment No. 1-6BNMT5T Execution Date and end when maintenance services under the Cerner Sales Order end (as described in Section 6.1(B) of the Agreement), *i.e.* they will be co-terminous with the existing maintenance services under the Cerner Sales Order.

7. Cerner and Client hereby agree to add the following Professional Services to the Cerner Sales Order:

Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: MediQuant (1-14162750284-R-2)								
1	Program Management	FFS	Program Management					
			Project Manager	234	Hour	80	18,720	
1	TP MediQuant AMT	FF	Extract Services – BCA additional extract fee				22,500	61100_MDQ

Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Professional Services - MQ (1-14603815132-R-2)								
1	TP MediQuant AMT	FF	Conduent Midas+ and McKesson Cerme				28,334	61100_MDQ
1	TP MediQuant AMT	FF	Phillips OB Tracevue				51,000	61100_MDQ
1	TP MediQuant AMT	FF	Extract Services for Conduent Midas+, McKesson Cerme, and Phillips OB Tracevue				106,920	61100_MDQ

8. The term of support for Cerner OPENLink Licensed Software is extended and will now end on June 30, 2024. The monthly fee of \$1,922 for that support will continue throughout that extended term, subject to any applicable adjustments under the Agreement.






AMENDMENT NO. 1-6BNMT5T

- 9. The term of managed services for Cerner OPENLink ISC-Hosted Shared Base Processing is extended and will now end on the date that support terminates for the INVISION solution under the agreement between Client and Cerner dated September 28, 2004, as amended. The monthly fee of \$1,568 for those managed services will continue throughout that extended term, subject to any applicable adjustments under the Agreement.
- 10. The term of the subscription, including support, for the NOVIUS Lab subscription is extended and will now end on June 30, 2021. The monthly fee of \$5,831 for that subscription, including support, will continue throughout that extended term, subject to any applicable adjustments under the Agreement.
- 11. Client and Cerner will establish, or have already established, a virtual private network (VPN) in order to provide site-to-site authentication and encryption between the Client's facility and Cerner for the sole purpose of facilitating support for the Cerner OPENLink and NOVIUS Lab solutions licensed under the Agreement as well as support of the EDM solution licensed by Client under the agreement between Client and Cerner dated September 28, 2004, as amended. That VPN will continue until the terms of support for all of the solutions referenced in the preceding sentence have ended. In the meantime, should the VPN become inoperable for any reason, Client understands that it will not have access to any of that support that requires network connectivity until the VPN is re-established, and Client acknowledges that Cerner shall not be responsible for any failure to perform such support where the failure is attributable to inoperability of the VPN.
- 12. In all other respects, the Cerner Sales Order and the Agreement of which it is a part remain unchanged.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 1-6BNMT5T as of the Amendment No. 1-6BNMT5T Effective Date.


The County of Riverside

By: 
 V. Manuel Perez

 (type or print)

Title: Chairman, Board of Supervisors

Cerner Health Services, Inc.

By: 
 Teresa Waller

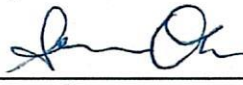
 Sr. Director, Contract Management

Title: _____

ATTEST:
Kecia Harper
Clerk of the Board

By:  Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel





AMENDMENT NO. 1-6BNMT5T

ATTACHMENT I

DATA ARCHIVE SERVICES

QUOTE ASSUMPTIONS

- Hosting: Remote Hosted Option (RHO)
- Extracts performed by: MediQuant - The following table describes the assumptions and capabilities of the DataArk Module

Entity	Legacy Application	Legacy Application Data Set Scope	DataArk Module	Bed/Provider #
Riverside University Health System	Conduent Midas+	Includes: • Patient look-up data • Discrete storage of case management, interqual criteria review data for use in Flex Reporting • Fields for flex report display and search criteria will be based on discovery with Implementation Consultant • Cache DB • This is a single instance	Non Discrete Storage - Flex Reports	439
Riverside University Health System	McKesson Cerme - CareEnhance Review Mgr Enterprise	Includes: • Patient look-up data • Discrete storage of case management, interqual criteria review data for use in Flex Reporting • Fields for flex report display and search criteria will be based on discovery with Implementation Consultant • SQL DB • This is a single instance	Non Discrete Storage - Flex Reports	439
FQHC Clinics (11)	Business Computer Associates (BCA) PM CRM 4088	Includes: • Provider patient accounting data • MPI/Visit history • MR # matching will not be needed for this project • DB2 DB • Legacy system HIPAA user audit log • This is a single shared instance • Client customized this application	Ambulatory PM - Active	63

- Extracts performed by: Client - The following table describes the assumptions and capabilities of the DataArk Module



Entity	Legacy Application	Legacy Application Data Set Scope	DataArk Module	Bed/Provider #
Riverside University Health System	Phillips OB Tracevue	Includes: <ul style="list-style-type: none"> • Patient look-up data • Front-end system generated fetal strip reports in supported formats with associated metadata for indexing in DataArk • Assessments/Flowsheets (up to 15) • SQL DB • This is a single instance • MediQuant front-end generated reports 	Single Department Clinical - OB-Perinatal	439

TASKS/ACTIVITIES

Cerner Responsibilities.

- Direct initial project start up and provide cross-functional coordination and alignment of Cerner's resources
- Work with Client's project manager to assist in meeting defined objectives and to develop project definition
- Work with Client's project manager as point of contact for issue resolution, continuously monitoring project to minimize potential risks
- Provide periodic project status and budget report
- Provide guidance and direction to Client as they develop core training materials and plan training event
- Provide support and direction for software issue resolution via appropriate tracking system for entirety of project up

Client Responsibilities.

- Review and validate accuracy and completeness of data and place in PC readable text format suitable for migration

Supplier Responsibilities.

- Install base software and complete software checkout
- Map data from legacy solution(s) to DataArk software
- Perform analysis and collaborate with Client to determine specific files, tables, and fields for extract and upload
- Map field names / column headers to MediQuant data locator document
- Convert data from native format to format acceptable for loading into DataArk interim tables
- Validate data to identify transfer errors
- Archive data extracts pulled from legacy solution(s)

DELIVERABLES

- Legacy data archived for Client reference via DataArk module(s) referenced herein

PROJECT ASSUMPTIONS

- Client will support the Cerner project team's work through completion of the project. This may include, but is not limited to, internet and network access, remote access, security and credentials and/or privileges to the source solution via mutually agreed upon tools and methodology, and administrative support, as appropriate.
- Client will identify customizations and client defined screens and query definitions prior to first extract



AMENDMENT NO. 1-6BNMT5T

- Client will provide required disk space to enable extractor to complete work
- Client will retain original files for backup
- Client will provide a data dictionary for source system(s) being archived
- Client will provide access to services of a qualified legacy system analyst
- Client will utilize Internet Explorer 11 or higher
- Client will provide hardware and software required to operate DataArk including Microsoft internet information systems (IIS), Windows operation system, and structured query language (SQL) server, as appropriate
- Client will provide resources that have the appropriate skill set, are available to collaborate and complete tasks, and that are empowered to make decisions for the project



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



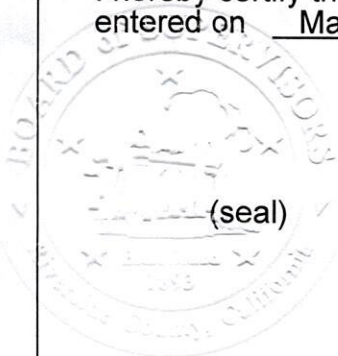
15.1
(MT 11800)

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Supervisor Jeffries regarding Ratification and Approval of the 27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. and Approval of Amendment #1-6BNMT5T to the Business Agreement with Cerner Health Services, Inc., is continued to Tuesday, June 2, 2020 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 19, 2020 of Supervisors Minutes.



WITNESS my hand and the seal of the Board of Supervisors
Dated: May 19, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By:  Deputy

AGENDA NO.
15.1

xc: COB

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



**ITEM: 15.1
(ID # 11800)**

MEETING DATE:
Tuesday, May 19, 2020

FROM : (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the 27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. and Approval of Amendment #1-6BNMT5T to the Business Agreement with Cerner Health Services, Inc.; All Districts. [Total Cost \$1,937,842; up to \$193,784 in additional compensation – 100% Hospital Enterprise Fund - 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the 27th Amendment to the 2004 Agreement with Cerner Health Services, Inc. ("Cerner") for a total cost of \$928,075 to extend the time to decommission existing applications INVISION, Soarian Clinicals, EDM and WAN, reduce fee schedule, and revise the related termination dates, effective through June 30, 2024, and authorize the Chairman of the Board to sign said 27th Amendment on behalf of the County;
2. Ratify and approve Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement to modify the DataArk archiving scope (including maintenance) to continue the decommissioning effort and add applications and services to complete the data migration to the MediQuant archive solution, for a total cost of \$1,009,767, effective through June 30, 2024, and authorize the Chairman of the Board to sign said Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement on behalf of the County and;
3. 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 (a) that exercise the options of the original agreements, including modifications of the statement of work that stay within the intent of the agreements, and (b) to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of each aforementioned amendment.

ACTION:Policy

Jennifer Cruikshank, Chief Executive Officer – Health System 5/8/2020

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

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost Increase:	Ongoing Cost
COST	\$1,119,229	\$581,121	\$1,937,842	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment:	No
			For Fiscal Year:	19/20-23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve the 27th Amendment to 2004 Agreement with Cerner Health Services, Inc. and Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement for a combined total cost of \$1,937,842.

The request for the ratification of the 27th Amendment accounts for needed extensions to the applications required to successfully complete the decommissioning project, reduced fee schedule, and the termination dates related to these services. The requested ratification will also include additional Cerner solution upgrade services and the related costs necessary to complete the data migration to the MediQuant archive solution.

This MediQuant Data Archive solution supports the uninterrupted access to electronic health record (EHR) data currently maintained in the proprietary Soarian Clinicals products, patient financial systems, integration systems, and lab services systems provided to RUHS by Cerner since 2004. Cerner's institutional knowledge of the RUHS Electronic Health Record landscape and their partnership with MediQuant also lends to an efficient and cost-effective archive migration.

The request for the ratification of Amendment #1-6BNMT5T to the 2017 Cerner Business Agreement, will account for additions and modifications to the archiving scope of work, and extensions to supporting applications including INVISION, Soarian Clinicals, Electronic Document Management (EDM) Financial & Clinical and Wide Area Network (WAN), all necessary efforts to continue the decommissioning effort. The completion of the decommission effort will result in a reduction in services and support fees resulting from the termination of solutions.

The archival and decommissioning effort has taken longer than anticipated and was found to require a larger scope of service than originally requested in what was expected to be the "26th and final" amendment to the agreement submitted/approved in 2018. To accommodate the resolution of this initiative, this Board request is for the ratification of the 27th amendment to the 2004 Agreement and the ratification of Amendment #1-6BNMT5T to the 2017 Agreement to successfully complete migration by June 30, 2024. RUHS applications will not be able to

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

terminate and/or be decommissioned until the applications are no longer used and the data is fully transferred without issue. The MediQuant's DataArk solution will also be leveraged for the next few years, for cost savings on other future system decommissions for RUHS. Staying with one system to archive future RUHS system decommissions will save costs and time, with items such as: equipment, licensing, setup/configuration, administration and staff training.

Impact on Residents and Businesses

The availability of historical patient medical records and the provision of integration and lab services has ensured that RUHS healthcare services are of the highest quality, further promoting RUHS as a competitive provider of healthcare in Riverside and adjacent counties.

Additional Fiscal Information

FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Total
\$ 1,119,229	\$ 581,121	\$ 111,852	\$ 62,820	\$ 62,820	\$ 1,937,842

Contract History and Price Reasonableness

On September 28, 2004, Agenda Item 3.38, the Board approved a three (3) year Agreement with Siemens Medical Solutions USA, Inc. for the Hospital Information Services (HIS) project for the Riverside Regional Medical Center (RCRMC).

On September 4, 2007, Agenda Item 3.50, the Board approved the award of a three (3) year Agreement with Siemens Medical Solutions for the HIS project for RCRMC, with options to renew for seven one-year increments. This board approval was a result of the August 2006 Request for Proposal (RFP) released by Central Purchasing for the HIS project, with subsequent evaluation and recommendation for contract award to Siemens Solutions.

Through the course of Cerner's (formerly Siemens Medical Solutions USA, Inc.) long standing relationship with RUHS, resulting from an RFP (PUARC460) authorized by the Board in Agenda Item 3.27 dated 6/13/2006, Cerner has provided various proprietary healthcare solutions and requests for adjustments to the scope of services have been approved to align the engagement with the ever-changing electronic healthcare record needs.

Per the approved second motion of Agenda Item 3.50, 9/4/2007, the Purchasing Agent has executed Amendment No. 7, 12/22/2009, Amendment No. 9, 3/24/2011, Amendment No. 10, 3/24/2011, Amendment No. 11, 12/21/2011, Amendment No. 13, 4/16/2012, Amendment No. 14, 5/15/2012, Amendment No. 16, 1/22/2013, Amendment No. 17, 3/20/2013, Amendment No. 18, 9/30/2013, Amendment No. 19, 10/24/2013, Amendment No. 20, 2/11/2014 and Amendment No. 21, 3/26/2014, for ministerial amendments and renewal year options.

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

Further contract administration activities performed by the Purchasing Agent, but not formally enumerated, include but not limited to letters of termination for decommissioned software and hardware applications.

The following chart below summarizes the board approvals for various Cerner Amendments throughout the term of the Agreement.

Amendment No.	Agenda Item	BOS Date	Description
N/A	3.38	9/28/2004	New contract with Siemens Medical Systems for the service and equipment for the RCRMC Hospital Information System Project.
2	3.50	9/4/2007	Amendment to replace Invision products obtained in 9/2004 with Soarian Products and NextGen EMR for Ambulatory Clinics
6	3.60	3/17/2009	Amendment to implement ZynxOrders and ZynxCare
8	3.66	1/11/2011	Amendment for additional products and services required to secure Electronic (EDI) Claims Submission services for the hospital as a result of RFP MCARC138
22	3.52	7/15/2014	Amendment to all preceding amendments. 12 month implementation with 72 mo./6 year support agreement and for extension of NextGen EMR applications to 10 Federally Qualified Health Clinics
23	3.61	9/23/2014	Amendment to all preceding amendments for professional services to optimize revenue recovery through modifications to the Invision Revenue Cycle system.
24	3.29	5/12/2015	Amendment to all preceding amendments for Professional services to scan backlog of documents into EDM system.
N/A	B.2	7/25/2017	New contract - Cerner Business Agreement 1-5UDSC2R software, services, and equipment per sales

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

Amendment No.	Agenda Item	BOS Date	Description
			order 1-5UB2YJG to the Cerner Business Agreement
25	3.96	8/29/2017	Amendment to add maintenance and support services
26	17.1	8/28/2018	Amendment for the Wind Down and Termination of the 9/2004 agreement

On February 2, 2015, Siemens assigned the Agreement and all executed amendments to Cerner Corporation, now recognized as Cerner Health Services, Inc.

This latest effort represents a continued decommissioning of existing applications and additional Cerner solution upgrade services and the related costs necessary to complete the data migration to the MediQuant archive solution.

**ATTACHMENTS: 27TH AMENDMENT TO THE 2004 CERNER AGREEMENT,
AMENDMENT #1-6BNMT5T TO THE 2017 CERNER BUSINESS AGREEMENT**


Teresa Summers, Director of Purchasing 5/11/2020


Brianna Lantajo, Management Analyst 5/13/2020


Gregory V. Priamos, Director County Counsel 5/12/2020