

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



ITEM: 15.4
(ID # 13359)

MEETING DATE:

Tuesday, November 10, 2020

FROM: (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve the Master Agreement with Applied Statistics & Management, Inc. for Automated Credentialing Software & Management System, without seeking competitive bids effective June 1, 2020 for 4 Years, with the option to renew for one year through May 31, 2025; All Districts. [Total Cost \$130,000; up to \$13,000 in additional compensation; 100% Hospital Enterprise Fund – 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Master Agreement with Applied Statistics & Management, Inc. for Automated Credentialing Software & Management System, without seeking competitive bids for an aggregate amount of \$130,000 for 4 years with the option to renew for one year, from June 1, 2020 through May 31, 2025; and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) 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 (b) sign amendments to the compensation provisions that do not exceed 10% of the total annual cost of the contract.

ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 11/2/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: November 10, 2020
xc: RUHS

Kecia 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	\$40,000	\$22,500	\$130,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund – 40050			Budget Adjustment:	No
			For Fiscal Year:	20/21-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a sole source and Master Agreement with Applied Statistics & Management, Inc. for Automated Credentialing Software & Management System utilized by Riverside University Medical Center Medical Center (RUHS-MC) for a four (4) year term, effective June 1, 2020 with an optional one-year renewal through May 31, 2025, for an aggregate amount of \$130,000.

The Master Agreement with Applied Statistics & Management Inc. will provide RUHS with a software solution to enhance and increase the efficiency and accuracy of credentialing/privileging processes for medical staff and practitioners providing patient care at the Medical Center, Community Health Centers (CHC), Behavioral Health, Detention Health, and Public Health.

Additionally, this will request will accomplish the following:

1. Improve the tracking of clinical privileges across the Riverside University Health System enterprise. This includes increasing the number of subscribers based on recent growth in physicians/providers being credentialed.
2. Support RUHS in its efforts for paperless transactions and workplace safety mandates due to the COVID-19 pandemic.
3. Provide professional and support services.
4. Maintain facility-wide compliance with The Joint Commission to privilege physicians to practice medicine at RUHS and its affiliate locations.

Impact on Residents and Businesses

This Agreement continues to improve patient care by expediting the credentialing of physicians and by fulfilling a compliance policy by The Joint Commission to privilege every physician who practices medicine.

Additional Fiscal Information

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STATE OF CALIFORNIA**

The first years cost includes one-time fees for the new application modules for CHC, Behavioral health and to support the increase of licenses from 720 to 1,600 users.

Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
6/1/20 - 5/31/21	6/1/21 - 5/31/22	6/1/22 - 5/31/23	6/1/23 - 5/31/24	6/1/24 - 5/31/25	
\$40,000.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$130,000.00

Contract History and Price Reasonableness

On November 25, 2013, the Purchasing Department released a competitive bid (RFP #MCARC-221) for Credentialing Management Systems Services. As a result of this bidding process, an award notice was issued on May 22, 2014 to Applied Statistics & Management, Inc. as the most qualified, responsive/responsible bidder. The Agreement was executed May 2014 under Purchasing Agent's authority for the initial one-year term with the option to renew for four (4) additional years for a total cost of \$105,595.

On January 28, 2016, an Addendum was executed under the Purchasing Agent's authority to add an additional licensed software application module for a total cost of \$5,000.

Under the Purchasing Agent's authority, RUHS exercised its four-year renewal options through June 30, 2019.

Under Board authority through Agenda Item 3.20, dated June 18, 2019, the Agreement was renewed for a sixth and final year through May 31, 2020.

ASM leads the industry in credentialing software and received national recognition by KLAS, the leading Healthcare IT (HIT) research group as being the top provider for credentialing in 2019 & 2020. ASM will continue to extend discounted pricing to RUHS in support of this new Agreement. In RUHS's agreement, year one fees have been reduced to \$5,000 and \$2,000 each recurring year compared to standard new facility costs of \$7,500 for year one and \$2,500 each recurring year.

ATTACHMENTS: MASTER AGREEMENT WITH APPLIED STATISTICS & MANAGEMENT, INC. AND SOLE SOURCE JUSTIFICATION FORM


Tina Grande, Director of Purchasing 11/3/2020


Brianna Lantajo, Management Analyst 11/4/2020


Gregory V. Priamos, Director County Counsel 11/4/2020



MASTER AGREEMENT

This Master Agreement ("Agreement") is entered in by and between Applied Statistics & Management Inc. ("ASM") and the client name below ("Client"). ASM and Client are sometimes referred to herein individually as a "Party" and together as the "Parties".

EFFECTIVE DATE:	
CLIENT:	County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System
ADDRESS:	26520 Cactus Avenue Moreno Valley, CA, 92555
CONTACT PERSON:	Yolanda Castillo
E-MAIL:	y.castillo@ruhealth.org
TELEPHONE:	(951) 486-4474
FAX:	

This Agreement governs the rights and obligations of the parties with respect to products and services provided by ASM to Client during the term of this Agreement. Client may order products and services from ASM under this Agreement pursuant to an Addendum that references and incorporates this Master Agreement.

- PAYMENT TERMS.** Client agrees to pay all undisputed invoices issued by ASM within thirty (30) days following receipt of ASM's invoice thereof. Client shall pay a finance charge on any overdue payment of one and a half percent (1.5%) for each month or portion thereof that such payment is overdue, or the highest interest rate permitted by applicable law, whichever is lower.
- SUSPENSION OF SERVICE.** In the event Client's account becomes thirty (30) days or more overdue, in addition to and not in lieu of any of its other rights or remedies under this Agreement, ASM reserves the right to suspend or terminate Client's access to and use of the products and services provided under this Agreement or under any Addenda.
- CONFIDENTIALITY.** Each Party agrees to use the other Party's Confidential Information only for the purposes described herein and will hold in confidence and protect the Confidential Information with the same degree of care that it uses to protect its own Confidential Information, but in all events will use at least a reasonable degree of care. Confidential Information means any material or information relating to a Party's products, software, documentation, services, data, inventions, processes, finances, or other information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software, application modules, and any databases provided by ASM (including any data models, structures, non-Client specific data and aggregated statistical data contained therein), and the terms of this Agreement and all the Addenda shall constitute Confidential Information of ASM. Notwithstanding the foregoing, the provisions shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time of disclosure, (b) is or becomes publicly available or enters the public domain through no fault of the recipient, or (c) is communicated to the recipient by persons not bound by confidentiality obligations with respect thereto.
- INTELLECTUAL PROPERTY.** Client acknowledges that, as between ASM and Client, ASM and/or its designated affiliates own all right, title, and interest, including all patent, copyright, trade secret, and other intellectual property rights in and to any products and all improvements made therein, including without limitation all application modules, software, and associated documentation subscribed, licensed or otherwise provided to Client by ASM under this Agreement, including all the addenda and associated statements of work.
- REPRESENTATIONS AND WARRANTIES.** ASM represents and warrants that the products provided by ASM pursuant to this Agreement (including any Addenda), when operating in accordance with the terms and conditions of this Agreement, shall be capable of performing in accordance with the specifications and parameters set out in its accompanying online and print documentation. ASM's representations and warranties in this Section do not include any representation



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or warranty that ASM's products and services are free from bugs and other minor defects, but rather only that bugs and minor defects shall not materially impair the use of the products and services for their intended purposes. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS AND SERVICES, INCLUDING SOFTWARE AND APPLICATION MODULE(S), ARE PROVIDED AS IS. ASM EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES.

6. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASM BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND ARISING FROM OR IN ANY WAY RELATED THIS AGREEMENT AND ALL ADDENDA, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE PRODUCT, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION IN THE CONTENT OBTAINED THROUGH THE PRODUCT EVEN IF ASM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES ARISING FROM ASM'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS DESCRIBED HEREUNDER, THE TOTAL CUMULATIVE LIABILITY OF ASM TO CLIENT ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING ALL ADDENDA) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO ASM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7. **INDEMNIFICATION.**

- a. **INDEMNIFICATION BY ASM.** ASM shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, and affiliates from and against all costs, expenses, damages, liabilities, losses and judgments, including reasonable attorneys' fees and legal expenses, arising out of or resulting from a claim by a third party that any use of ASM's products or services provided under this Agreement (including all Addenda) infringes the intellectual property rights of a third party. In the event of any such action, suit, or proceeding, Client agrees to promptly notify ASM of the claim, and to provide ASM with all reasonable authority and assistance required by ASM for the defense and settlement of such claim. In such event, ASM will have the option, at its expense, to defend or settle such claim.
- b. **INDEMNIFICATION BY CLIENT.** Client shall defend, indemnify, and hold harmless ASM and its officers, directors, employees, agents, and affiliates from and against any third party claim, action, suit or other proceeding, and

from any and all costs, expenses, damages, liabilities, losses and judgments, including reasonable attorneys' fees and legal expenses, arising out of or resulting from Client's use of the products or services provided by ASM under this Agreement (including all Addenda), including patient malpractice claims or claims from third parties, such as health care professionals whose confidential or privileged information is being entered or retrieved by Client using ASM's application module(s). In the event of any such action, suit, or proceeding, ASM agrees to provide Client with all reasonable authority and assistance required by Client for the defense and settlement of such claim. In such event, Client will have the option, at its expense, to defend or settle such claim.

8. **TERM AND TERMINATION**

- a. **TERM.** This Master Agreement will commence on the Effective Date identified above and remain in effect for an initial four (4) year term identified above ("Initial Term"), June 1, 2020 - May 31, 2024, with the option to renew for one (1) additional year (the "Renewal Term") through May 31, 2025 by a written amendment signed by the authorized representatives of both parties unless terminated earlier.
- b. **TERMINATION WITH CAUSE.** Either Party may terminate this Agreement and/or any of the Addenda upon written notice to the other Party if the other Party breaches any material term of this Agreement and/or any of the Addenda and fails to cure such breach within thirty (30) days following written notice thereof. Non-payment of any undisputed invoices is considered a material breach of this Agreement and the applicable Addenda.
- c. **TERMINATION WITHOUT CAUSE.** Either Party may terminate this Agreement and/or any of the Addenda upon at least thirty (30) days written notice to the other Party; provided however that no Addendum may be terminated without cause prior to the expiration of the initial term of such Addendum, if applicable, unless otherwise agreed to by the Parties.
- d. **EFFECT OF TERMINATION.** Upon any termination of this Agreement and/or any of the Addenda, Client shall (a) immediately discontinue all use of the products and services, including accessing any software and application modules, and associated documentation; (b) immediately return to ASM, or at ASM's option, destroy all copies of ASM's Confidential Information then in its possession; and (b) promptly pay to ASM all undisputed amount due.
- e. **SURVIVAL OF OBLIGATIONS.** The provisions of Sections 3, 4, 6, 7, and 8 as well as Client's obligations to pay any amounts



due and outstanding hereunder, shall survive termination or expiration of this Agreement and all Addenda.

9. **ORDER OF PRECEDENCE.** In the event of a conflict between this Agreement and any of the Addenda or between this Agreement and any other agreements between ASM and Client related to the subject matter hereto, the terms of this Agreement shall govern.
10. **THIRD PARTY INTELLECTUAL PROPERTY.** Client acknowledges that part of the business engagement may include the transfer of Client's data to ASM. Client confirms and hereby agrees, represents and warrants that the transfer to ASM of any information, data and/or data structure which the Client has already transferred or which the Client transfers in the future to ASM does not and will not violate any rights of any third parties, including but not limited to any rights or obligations under any agreement between Client and any third party software or service provider. Further to the extent any claim is made against ASM by any third party arising from the transfer of information, data and/or data structure from Client or the use of the transferred information, data and/or data structure to populate the database of the Licensed software (including but not limited to the conversion of Client's data to a format compatible with ASM's software), Client agrees to indemnify, defend and hold harmless ASM and its officers, employees, agents and affiliates from and against any such third party claim, action suit or other proceeding and from any and all damages losses, liabilities, costs and expenses arising there from including but not limited to claims based on or arising from the disclosure to ASM of any information, data, data structure or code consisting of or relating to third party software including but not limited to the software of any current or former software or service providers of Client.
11. **MISCELLANEOUS**
- a. **APPLICABLE LAW.** This Agreement and all Addenda shall be governed by the laws of the state of California, without regard to conflict of law principles.
- b. **US GOVERNMENT END-USERS.** Each of the components that may constitute a software or software application module or related documentation provided under this Agreement is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the licensed software application(s) and/or software deliverables with only those rights set forth herein.
- c. **ASSIGNMENT.** Client may not assign its rights or delegate its obligations under this Agreement (including all Addenda) without ASM's prior written consent, and, absent such consent, any purported assignment or delegation by Client shall be null, void and of no effect.
- d. **NOTICE.** All notices required by or relating to this Agreement and any of the Addenda shall be in writing and shall be sent by means of electronic mail and certified mail to the Parties to the Agreement and addressed as set forth on the first page of the Agreement, or to such other address as that Party may have given by written notice in accordance with this provision. Such notices shall be effective on the date that the notice is sent.
- e. **SEVERABILITY.** If any provision of this Agreement (including all Addenda) is invalid or unenforceable, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or enforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement (including all Addenda) shall not have the effect of rendering any other provisions of this Agreement (including all Addenda) invalid or unenforceable whatsoever.
- f. **WAIVER.** Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- g. **NO THIRD PARTY BENEFICIARIES.** The Parties acknowledge that the covenants set forth in this Agreement or in any Addenda are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- h. **ENTIRE AGREEMENT.** This Agreement, together with any Addenda, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreement, discussions and understandings between the Parties with respect to the subject matter hereof. No amendment to this agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representative of the Parties.



The Parties, agreeing to be bound by the terms and conditions of this Master Agreement, have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Applied Statistics & Management Inc.

By: _____
DocuSigned by:
63240D2297EF40D (Signature)

Name: Nick Phan

Title: EVP, COO

Date: 9/10/2020



SUBSCRIPTION SERVICE ADDENDUM TO MASTER AGREEMENT

CLIENT: County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System

MASTER AGREEMENT DATE: June 1, 2020

EFFECTIVE DATE:

INITIAL TERM: 4 Years

1. **SCOPE.** This Subscription Service Addendum ("Addendum") is incorporated into, and integrated with, the Master Agreement entered into on the date stated above and is by and between Applied Statistics & Management Inc. ("ASM") and the client identified above ("Client").
2. **SUBSCRIPTION.** Subject to the terms and conditions of the Master Agreement and this Addendum, ASM shall provide Client facilities identified in Exhibit B1 to this Addendum with remote access to and use of certain application modules set forth in Exhibit A1 to this Addendum ("Services") solely for internal business purposes of the identified Client facilities.
3. **TERM.** This Addendum will commence on the Effective Date identified above and remain in effect for an initial for an initial four (4) year term identified above ("Initial Term"), June 1, 2020 - May 31, 2024 with the option to renew for one (1) additional year (the "Renewal Term") through May 31, 2025 by a written amendment signed by the authorized representatives of both parties unless terminated earlier.
4. **SUBSCRIPTION FEE.** Client will pay ASM a subscription fee in the amount as set forth in Exhibit A1 to this Addendum ("Subscription Fee") and in accordance with the payment schedule set forth in Exhibit A3 to this Addendum. The Client's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Client's funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the Client's shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Client shall immediately notify ASM in writing; and this Agreement shall be deemed terminated, have no further force, and effect.
- 5.
6. **PROFESSIONAL SERVICE FEE.** Client will pay ASM a professional service fee for data conversion, customization or other professional services Client might require for implementing the Services, which shall be set forth in a separate Statement of Work (SOW) addendum.
7. **AUTHORIZED USERS.** The Subscription Fee allows an unlimited number of Client's personnel to access and use the Services during the Term of the Addendum solely for internal business purposes of the Client facilities identified in Exhibit B1 to this Addendum.
8. **NUMBER OF PROVIDERS.** The maximum number of providers for the Initial Term is set forth in Exhibit B2 to this Addendum. Client may exceed the maximum number of providers by up to twenty percent (20%) during the Initial Term or any Renewal Term without penalty. In the event Client exceeds the maximum number of providers by twenty percent (20%) or more in any Term, Client shall notify ASM in writing and shall pay a pro rata fee per additional provider per Term. Thereafter, for each Renewal Term, the Fee shall be automatically increased to include such additional providers.
9. **PROHIBITED USE.** Client will not access or use the Services, or allow any third party to access or use the Services, for any purposes beyond the scope of this Addendum. Particularly, Client may not allow ASM's competitors to access or use the Services for any purpose whatsoever without the written consent of ASM.
10. **MAINTENANCE AND SUPPORT.** Provided that Client is current on payment of all undisputed invoices and other charges, ASM will provide Client, at no additional charge, maintenance and support services, including technical services, for the application



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module(s) subscribed pursuant to this Addendum ("Application Module(s)"), during normal business hours (Monday-Friday, 5:00 am to 5:00 pm PST/PDT) ("Maintenance and Support Services"). The Maintenance and Support Services consist of (a) providing ongoing updates, improvements, and enhancements to the Application Module(s) as they become available, (b) correcting and repairing failures of the Application Module(s) so that the Application Module(s) operate substantially in accordance with the applicable ASM provided user documentation, and (c) training services as described in Section 10. Unless otherwise agreed to in writing by the parties, Client is solely responsible for providing its personnel with first-line maintenance and support services for the Application Module(s), as well as related training and other technical and professional services.

The Maintenance and Support Services described herein do not include any data conversion, customization or other professional services Client might require for using the Services. ASM will provide such data conversion, customization or other professional services at the prevailing rate plus travel expenses if necessary.

11. **GROUP TRAINING.** Group training sessions are scheduled by ASM on a regular basis and are available to all ASM Clients. Group training sessions can only accommodate a limited number of participants and are offered on a first-come-first-serve basis. ASM reserves the right to cancel any scheduled group training session at will.
12. **CLIENT DATA.** All data submitted by Client and stored on servers operated by or for ASM in connection with Client's use of the Services ("Client Data") shall remain the sole property of Client. Client shall be solely responsible for maintaining, updating, and uploading Client Data. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and use of all Client Data. ASM has no obligation to retain the Client Data if Client's account is more than 30 days overdue, however such Client Data will be returned to Client in a machine-readable format.
13. **DATA SECURITY.** ASM shall implement appropriate measures designed to ensure the security and confidentiality of Client Data against any anticipated threats or hazards to the security or integrity of Client Data, and to protect against unauthorized access to, or use of, Client Data.
14. **THIRD PARTY INTELLECTUAL PROPERTY.** Client acknowledges that part of the startup process may include the transfer of Client's data to ASM's database. Client confirms and hereby agrees, represents and warrants that the transfer to ASM of any information, data and/or data structure which the Client has already transferred or which the Client transfers in the future to ASM does not and will not violate any rights of any third parties, including but not limited to any rights or obligations under any agreement between Client and any third party software or service provider. Further to the extent any claim is made against ASM by any third party arising from the transfer of information, data and/or data structure from Client or the use of the transferred information, data and/or data structure to populate the database of the Application Module(s) (including but not limited to the conversion of Client's data to a format compatible with ASM's application module(s)), Client agrees to indemnify, defend and hold harmless ASM and its officers, employees, agents and affiliates from and against any such third party claim, action suit or other proceeding and from any and all damages losses, liabilities, costs and expenses arising there from including but not limited to claims based on or arising from the disclosure to ASM of any information, data, data structure or code consisting of or relating to third party application module(s) including but not limited to the application module(s) of any current or former service providers of Client.



The Parties, agreeing to be bound by the terms and conditions of this Addendum, have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

County of Riverside, a political subdivision of the state of California, on behalf of Riverside University Health System

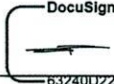
By: 
(Signature)

Name: V. MANUEL PEREZ

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: NOV 10 2020

Applied Statistics & Management Inc.

By: 
63240D2297EF40D...
(Signature)


Name: Nick Phan

Title: EVP, COO

Date: 9/10/2020

APPROVED AS TO FORM:

County Counsel

By: 

Susanna Oh

Deputy County Counsel

Dated: September 21, 2020

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY



EXHIBIT A1**Existing Application Module(s)**

Module	Quantity	One-time Cost	Recurring Cost
MD-Staff for the Web	1	N/A	\$11,970.00
MD-App	1	N/A	\$2,500.00
Virtual Committee	1	N/A	\$2,000.00
Direct Fax (1,000 faxes per month, additional faxes billed monthly per use at \$0.08 per fax)	1	N/A	\$1,260.00
Bulk Purchase Discount	1	N/A	(\$3,730.00)
Total		N/A	\$14,000.00

New Application Module(s)

Module	Quantity	One-time Cost	Recurring Cost
Add a Facility for CHC	1	\$5,000.00	\$2,000.00
Add a Managed Care Facility for Behavioral Health	1	\$5,000.00	\$2,000.00
Increase Provider Count from 720 to 1,600	1	\$14,000.00	\$4,500.00
Total		\$24,000.00	\$8,500.00



EXHIBIT A2
Statement of Work

Items	Fees
Implementation Services Add a Facility for CHC and Behavioral Health <ul style="list-style-type: none"> • System Configuration • Move 200 providers from existing Managed Care facility to new CHC facility Custom Reports <ul style="list-style-type: none"> • Additional reports/exports/imports require a separate Statement of Work based on a rate of \$225 per hour 	\$2,000.00
Support <ul style="list-style-type: none"> • Toll-free Telephone and Email Support • Remote Assistance 	
Total	\$2,000.00

EXHIBIT A3
Payment Schedule

Description	Type	Amount	Due
Professional Services Deliverables Fee	One-time	\$2,000.00	Upon execution of this agreement
License, Support, and Maintenance Fee for New Application Modules	One-time	\$24,000.00	Upon execution of this agreement
License, Support, and Maintenance Fee for New Application Modules	Recurring	\$8,500.00	Annually beginning 12 months after execution of this agreement
License, Support, and Maintenance Fee for Existing Application Modules	Recurring	\$14,000.00	Invoiced annually in June



Annual Payment Schedule

Service	Year 1 6/1/20- 5/31/21	Year 2 6/1/21- 5/31/22	Year 3 6/1/22- 5/31/23	Year 4 6/1/23- 5/31/24	Year 5-Optional Renewal 6/1/24- 5/31/25	Total
Existing Subscription Service	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	
Managed Care Facility for Behavioral Health Providers	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
CHC Facility	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
License 1600 users/providers	\$14,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	
Professional Services / Support	\$2,000.00	N/A	N/A	N/A	N/A	
Total Annual Compensation	\$40,000.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$130,000.00

Exhibit B1

Authorized Site(s)

Site	Address
RUHS	26520 Cactus Avenue Moreno Valley, CA, 92555

EXHIBIT B2

Maximum Number of Providers

Maximum Number of Providers	1,600
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Date: September 2, 2020
From: Jennifer Cruikshank, CEO
To: Board of Supervisors/Purchasing Agent
Via: Tura Morice, CIO RUHS Information Services
Subject: Sole Source Procurement; 4-Year Master Agreement with Applied Statistic Management, Inc. to provide Maintenance, Upgrades, and Professional Services for the Philips Sectra Picture Archive Communications System (PACS) utilized by Riverside University Medical Center Medical Center (RUHS-MC).

The below information is provided in support of my Department requesting approval for a sole or single source.

1. Supplier being requested: APPLIED STATISTIC MANAGEMENT, INC.
2. Vendor ID: 0000107122
3. Single Source Sole Source
(Sole Source - is a purchase of a commodity or service that is proprietary, or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department?

Yes No

4a. Was the request approved for a different project?

Yes No

4. Supply/Service being requested: 4-Year Master Agreement with Applied Statistic Management, Inc. (ASM) for automated "paperless" Credentialing Software & Management System utilized by Riverside University Medical Center Medical Center (RUHS-MC). This request seeks to accomplish the following:

1. Establish a new Master Agreement for four (4) years beginning June 1, 2020 with an option to renew for one year through May 31, 2025; Previous 2014 agreement, procured via RFP MCARC-221, expired on June 30, 2019 after a five-year term.
2. Better enhance and increase the efficiency and accuracy of RUHS's credentialing/privileging processes for medical staff and practitioners providing patient care at the Medical Center, CHC, Behavioral Health, Detention Health, and Public Health.

3. Improve the tracking of clinical privileges across the Riverside University Health System enterprise. This includes increasing the number of subscribers based on recent growth in physicians/providers being credentialed.
4. Support RUHS in its efforts for paperless transactions and workplace safety mandates due to the Covid-19 pandemic.
5. Provide professional and support services.
6. Maintain facility-wide compliance with The Joint Commission to privilege physicians to practice medicine at RUHS and its affiliate locations.

6. Unique features of the supply/service being requested from this supplier.

ASM's software solution is the most comprehensive credentialing software with robust functionality and automation. The automation process allows for efficiencies in processing physician credentialing and provides tracking of clinical privileges amongst the various departments that make up the RUHS Enterprise.

ASM leads the industry in credentialing software and received national recognition by KLAS, the leading Healthcare IT (HIT) research group as being the top provider for credentialing in 2019 & 2020.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The request for the Software Master Agreement with ASM will insure RUHS's compliance with The Joint Commission to privilege every physician who practices medicine in any hospital. The Joint Commission defines credentialing as " the process of obtaining, verifying, and assessing the qualifications of a practitioner to provide care or services in or for a health care organization." If physicians aren't privileged, they cannot practice medicine and deliver patient care.

As a teaching hospital with rotating medical residents, the Medical Staff Administration department must effectively and efficiently manage a growing database of practicing physicians across the RUHS Enterprise. This software solution allows for paperless management, submission of required credentialing application forms and electronic approvals.

The credentialing software will allow RUHS to comply with Joint Commission requirements and privilege physicians to deliver quality patient care. Riverside County residents will benefit from accessible physician care at RUHS and its affiliate locations, made possible by automated credentialing.

- 8. Period of Performance:** From: June 1, 2020 to May 31, 2025
(total number of years = 5 years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

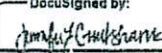
- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the**

estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

	Year 1	Year 2	Year 3	Year 4	Year 5 - Optional Renewal	TOTAL
SERVICES	6/1/20 - 5/31/21	6/1/21 - 5/31/22	6/1/22 - 5/31/23	6/1/23 - 5/31/24	6/1/24 - 5/31/25	
Subscription Service	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$70,000.00
Managed Care Facility for Behavioral Health Providers	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$13,000.00
CHC Facilities	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$13,000.00
License 1600 users/providers	\$14,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$32,000.00
Professional Services/Support	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Total Annual Compensation	\$40,00.00	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00	\$130,000.00

10. Price Reasonableness: ASM will continue to extend discounted pricing to RUHS in support of this new Agreement. In RUHS's agreement, year one fees have been reduced to \$5,000 and \$2,000 each recurring year compared to standard new facility costs of \$7,500 for year one and \$2,500 each recurring year.

11. Projected Board of Supervisor Date (if applicable): September 22, 2020
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

DocuSigned by:

 Jennifer Cruikshank 09/02/2020 | 2:23 PM PDT
 Department Head Signature Print Name Date
 (or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Requires an agreement approved
as to form by County Counsel.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through 5/31/2025 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

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[Signature]
Purchasing Agent

10/16/2020
Date

21-046

Approval Number
(Reference on Purchasing Documents)