



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



ITEM: 15.2
(ID # 17913)

MEETING DATE:

Tuesday, December 14, 2021

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratify and Approve the Amendment to the United States Purchaser User Agreement with Global Healthcare Exchange, LLC (GHX) to Provide Item Master File (IMF) Cleanse and Maintenance Services for One Year through October 29, 2022, All Districts. [Total Amendment Cost \$172,961; Up to \$17,296 Annually in Additional Compensation] 100% Hospital Enterprise Fund 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Amendment to the United States Purchaser User Agreement with Global Healthcare Exchange, LLC (GHX) to provide Item Master File (IMF) Cleanse and Maintenance Services to increase the maximum contract amount by \$172,961 from \$638,958 to \$811,919, extend the contract term for one additional year through October 29, 2022 and authorize the Chairperson of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent 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.

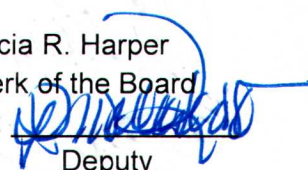
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 12/6/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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 14, 2021
xc: RUHS-Medical Center

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$115,307	\$57,654	\$172,961	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a one-year extension to the existing United States Purchaser User Agreement with Global Healthcare Exchange, LLC (GHX) to provide Item Master File (IMF) Cleanse and Maintenance Services, increasing the maximum contract amount by \$172,961 through October 29, 2022.

RUHS-MC utilizes the Inventory Module in PeopleSoft to manage procurement activities for its medical supplies. In PeopleSoft, the IMF is the source of truth for the cost of medical supplies used for patient care. Data from the IMF is transferred into the Electronic Medical Record to bill patients. GHX's NuVia Content Management Solution (NuVia), maintenance solution, provides various, close to real-time, pre-verified codes such as United Nations Standard Products and Services Code (UNSPSC), Healthcare Common Procedure Coding System (HCPCS), and manufacturer identifiers. This information is crucial as it allows for the reporting necessary for cost accounting and appropriate billing for Medicaid. Information from the IMF is also used for our decision support system as the source of materials cost data.

NuVia reduces manual item master maintenance by cleansing and enriching the IMF data with product and pricing information derived directly from the back-end integration to medical-surgical manufacturers and Group Purchasing Organizations (GPO). The solution serves as a cloud-based virtual item master, continually monitoring an organization's item master for changes and updates and then allowing the user to approve corrections to product data inaccuracies, removing duplicates and infilling missing information, such as manufacturer item numbers and units of measure to help reduce transaction errors.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient funds in the Department's budget for FY 21/22 budget and no additional County funds are required.

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Contract History and Price Reasonableness

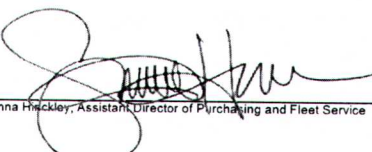
On October 30, 2018 (Board Agenda Item #17.2), the Board approved a three (3) year Agreement with GHX in the amount of \$638,958 to implement an IMF cleanse and maintenance solution under the Vizient Group Purchasing Organization (GPO) contract with GHX. RUHS is the only Department that has approval by this Board to procure under Vizient GPO per the Third Amendment (April 13, 2021, Agenda Item #15.1).

On June 29, 2021, under Purchasing Agent delegated authority from the previous Board action, an Addendum to the Statement of Work with GHX was executed in the amount of \$22,280 for additional software development to complete the installation Nuvia. During implementation, it was found that PeopleSoft does not use the current national healthcare standard unit of measure language (ANSII). For the Nuvia platform to work, translation of unit of measures between Nuvia and PeopleSoft must translate bi-directionally to work. Also, functionality to update the IMF concurrently with the PeopleSoft contract module must be developed so that purchase orders contain and transmit correct pricing data to our vendors/suppliers.

This one-year extension for GHX will allow RUHS to complete work associated with an executed Addendum Statement of Work with Global Healthcare Exchange LLC for additional software development to complete the installation of Nuvia for the cleanse and continued maintenance of the IMF.

Board approval and ratification of this Amendment is required as it exceeds the ten percent additional compensation threshold, delegated to the purchasing agent to sign amendments to the compensation provisions, Motion #2, October 30, 2018 (Board Agenda Item #17.2).

ATTACHMENTS: AMENDMENT TO THE UNITED STATES PURCHASER USER AGREEMENT WITH GLOBAL HEALTHCARE EXCHANGE, LLC, STATEMENTS OF WORK (SOW)


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

12/7/2021


Jacqueline Ruiz, Sr. Management Analyst

12/7/2021


Gregory V. Priamos, Director County Counsel

12/7/2021

**GLOBAL HEALTHCARE EXCHANGE, LLC
AMENDMENT**


This Amendment is between Global Healthcare Exchange, LLC ("GHX") and the User listed in the signature block.

1. Definitions:

Defined Term	Definition
Effective Date [Effective Date is date of last signature if no date is filled in]	<input type="checkbox"/> Date: <input checked="" type="checkbox"/> Date of last signature
Agreement: User Agreement, including the Master Services Addendum and all other amendments, schedules, exhibits and attachments	Title: United States Purchaser User Agreement Date: 10/30/2018
SOWs: Statements of Work ("SOW") or SOW Services Schedules amended by this Amendment, including all amendments, schedules, exhibits and attachments. [Check one and fill in SOW date(s) and title(s) if listed SOWs if checked]	<input type="checkbox"/> All SOWs and SOW Services Schedules under the Agreement are amended <input checked="" type="checkbox"/> These listed SOWs and SOW Services Schedules are amended: Title: SOW Service Schedules NuVia, MMIS/ERP Integration or Upgrade, NuVia Consulting, Contract Center Xpert Date: 10/30/2018
Renewal Date	Date: 10/29/2022

2. Amendment: The Agreement and SOWs are amended as of the Effective Date as set forth on the attached **Amendment Schedule**.

Global Healthcare Exchange, LLC



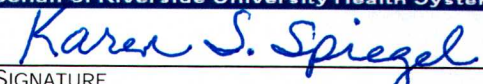
SIGNATURE
CHRIS BATSON

PRINTED FULL NAME
CHIEF FINANCIAL OFFICER

TITLE
12/03/2021

DATE

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



SIGNATURE
KAREN SPIEGEL

PRINTED FULL NAME
CHAIR, BOARD OF SUPERVISORS

TITLE
DEC 14 2021

DATE

PLEASE RETURN THE SIGNED DOCUMENT TO GHX ATTN: CONTRACT MANAGEMENT
VIA MAIL TO 1315 W. CENTURY DRIVE, LOUISVILLE, CO 80027
VIA FAX TO 720.294.4514, OR
VIA E-MAIL TO CUSTOMERCONTRACTS@GHX.COM

ATTEST:
KECIA R. HARPER, Clerk
By 
DEPUTY

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Esen Sainz
Deputy County Counsel

Date: 12/3/2021

DEC 14 2021 15.2

AMENDMENT SCHEDULE

1. Amendment

a. Data Rights :

i. Definitions

1. **"Customer Data"** means all data, information, records and files that User loads, transmits, enters or otherwise provides to GHX for the performance of Services by GHX, including but not limited to Transaction Data, Product Data and data GHX obtains from User's servers or systems or from third parties on User's behalf.
2. **"Derivative Data"** means compilations of multiple User's Customer Data concerning which GHX has taken commercially reasonable precautions to ensure that no individual, particular transaction or entity can be identified, along with all data models, statistical analyses, benchmarks, forecasts and other information GHX has developed based on Customer Data, alone or in combination with other data sources.

ii. Ownership

1. **Customer Data.** Subject to the Agreement which alone addresses ownership of Transaction Data and Product Data, as between User and GHX, User will own all Customer Data. GHX will be under no duty of inquiry regarding the ownership of such data or User's right to dispose of such data.
2. **Derivative Data.** As between GHX and User, GHX owns, and will own, all right, title and interest in and to all Intellectual Property, whether now existing or hereafter arising, embodied in or associated with Derivative Data, but excluding Transaction Data, Product Data, and User's Marks. The Intellectual Property described in this Section constitutes the "GHX Intellectual Property."

iii. Usage Rights

1. **Customer Data and Derivative Data:** User grants GHX a worldwide, perpetual, irrevocable, royalty-free license to use Customer Data to perform and improve services provided by GHX and its subsidiaries and for the preparation of Derivative Data.
2. **Aggregated Data:** User grants GHX a worldwide, perpetual, irrevocable, royalty-free license to use Transaction Data for the preparation of Aggregated Data.
3. **No Price Benchmarking:** GHX will not provide Aggregated Data prepared from User's Customer Data to hospitals, integrated care networks or other healthcare providers as part of any Price Benchmarking Services. A **"Price Benchmarking Service"** means a service that directly enables a healthcare provider to compare the price it pays for an individual product to the price paid by other healthcare providers for such product, including as an average sales price.

- b. **Contract Data for Contract Center Xpert, NuVia and Procurement Suite:** This section only applies if User or its Affiliates subscribe to GHX Contract Center Xpert ("CCX"), NuVia or Procurement Suite. CCX can accept automated feeds of GPO contract data if available from User's primary GPO. CCX can also accept manual uploads from User of local (non-contract) and/or GPO contract data. NuVia uses the data available and loaded to CCX for NuVia contract match functionality if User subscribes to CCX. Procurement Suite uses the data available and loaded to CCX if CCX catalog functionality is provided by GHX or CCX Catalog is an Installed Service. User is responsible for uploading and maintaining all GPO and local contract data into CCX for CCX, NuVia and Procurement Suite.

- c. **Cross Default:** If either party breaches any SOW, Schedule or GHX service, the other party may terminate the breached SOW, Schedule or GHX service after 30 days' notice and right to cure. Breach of an SOW, Schedule or GHX service does not constitute breach of any other SOW, Schedule or GHX service. If User fails to pay fees due to GHX after 30 days' notice and

right to cure, GHX may suspend performance of all GHX services until payment. User remains liable for fees for any GHX services suspended or terminated for breach by User. Termination or suspension is without prejudice to the non-breaching party's other rights or remedies. This section is notwithstanding anything to the contrary in the Agreement or any SOW.

d. **Fees:** The fees and services modified by this Amendment are set forth on the attached **Invoice Schedule**.

e. **Fee Adjustments**

iv. **Subscription Fees:** Fees for the services will automatically increase 5% from prior year's fee each year during the Initial Term. These fee adjustments are in addition to any fee metric, transaction based or other fee adjustments based on the service details provided for in the SOW.

v. **Changes to Service Details:** Fees are based on the service details in the SOW for the service. Fees will increase as the service details change. Fee increases will be at then-current rates for the service.

f. **Renewal:** The term of the Agreement and SOWs is renewed until the Renewal Date. The SOWs may be renewed upon mutual written agreement of the parties. If the term of any SOW extends beyond the term of the Agreement, the Agreement will continue to apply to that SOW until the SOW is terminated.

2. **All Other Terms Unchanged:** The terms of the Agreement and SOWs remain in full force and effect except as expressly modified by this Amendment. Unless otherwise defined in this Amendment, all terms defined in the Agreement and SOWs have the same meanings in this Amendment.

3. **Counterparts; Authority:** This Amendment may be executed in counterparts, including electronic counterparts. Each person signing this Amendment on behalf of a party has authority to do so. This Amendment is not binding until signed by both parties.

4. **Electronic Signatures:** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

INVOICE SCHEDULE

Account Name	Riverside University Health System Medical Center		
Account Address	26520 Cactus Avenue, Moreno Valley, CA, 92555, United States		
A/P Contact	Name: Kevin Worhack Title: Supervising Accountant Email: AP@ruhealth.org Phone: 951-486-4364		
Primary GPO	Vizient		
Product Name	Fee (USD)	Invoice Milestone	Invoice Cycle
Contract Center Xpert Subscription 10/30/2021 – 10/29/2022	\$10,400.00	10/30/2021	One Time
NuVia - Integration Subscription 10/30/2021 – 10/29/2022	\$5,360.50	10/30/2021	One Time
NuVia Subscription 10/30/2021 – 10/29/2022	\$154,769.00	10/30/2021	One Time
PeopleSoft Core Integration Subscription 10/30/2021 – 10/29/2022	\$2,431.01	10/30/2021	One Time
Total due upon Effective Date	172,960.51		
GHX Sales Executive (for internal GHX use only)	Jamie Frame		C-60801




GHX Amendment - AATF

Final Audit Report

2021-12-03

Created:	2021-12-03
By:	Jeanette Bates (jbates@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOg7hXdwg2ltWLnvuFEPqeifgt6D70pmD

"GHX Amendment - AATF" History

-  Document created by Jeanette Bates (jbates@ruhealth.org)
2021-12-03 - 6:17:59 PM GMT - IP address: 158.61.0.90
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2021-12-03 - 6:18:27 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2021-12-03 - 6:19:58 PM GMT - IP address: 158.61.6.1
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2021-12-03 - 6:22:48 PM GMT - Time Source: server- IP address: 158.61.6.1
-  Agreement completed.
2021-12-03 - 6:22:48 PM GMT