



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



ITEM: 15.1  
(ID # 19354)

**MEETING DATE:**  
Tuesday, October 04, 2022

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of Amendment No. 4 to the Professional Services Agreement with 360CIVIC, for Web Content Management Solution Services without seeking competitive bids through April 29, 2024, All Districts. [Total Cost Increase \$225,955, 100% Hospital Enterprise Fund- 40050]

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

1. Ratify and Approve Amendment No. 4 to the Professional Services Agreement with 360CIVIC, for Web Content Management Solution Services without seeking competitive bids to increase the total contract amount by \$76,080 from \$590,931 to \$667,011 and approve increased contingency of \$149,875, effective through the current termination date of April 29, 2024, and authorize the Chair 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 on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications to the scope of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of \$149,875 aggregate increase.

**ACTION:**Policy

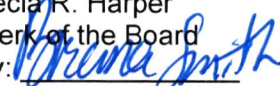
  
Jennifer Crulkshank, Chief Executive Officer - Health System 6/14/2022

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**MINUTES OF THE GOVERNING BOARD**

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: October 4, 2022  
xc: RUHS-Medical Center

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 61,080	\$ 15,000	\$76,080	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Hospital Enterprise Fund 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23-23/24</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will approve Amendment No. 4 to the existing Professional Services Agreement with 360 Civic, formerly 360 BC Group dba 360Civic for Web Content Management Solution services, approved by the board on May 7, 2019, by Agenda Item 3.19. This Amendment will add funds to extend website hosting services, after-hours (24/7) support and site maintenance, and Google maps API pass through. This Amendment No. 4 also requests \$149,875 in additional compensation to support ad hoc web content management projects as well as support potential requests from Public Health and Behavioral Health. Ad hoc web content management projects are unpredictable and can easily pick up momentum depending on world events (such as COVID 19/pandemics, natural disasters, new legislation, etc.)

**Impact on Residents and Businesses**

There is no negative impact on residents and businesses. These services will allow RUHS to continue to provide the opportunity for departments to reduce the cost of web development and allow staff to achieve specialization.

**Additional Fiscal Information**

The table below illustrates the budgeted amount per fiscal year.

<b>AMENDMENT NO. 4 SCOPES OF WORK</b>	<b>FISCAL YEAR EXPENDITURES</b>		
	<b>FY22/23</b>	<b>FY23/24</b>	
Hosting - 12 months @ \$840/month (March 1, 2022 – February 28, 2023)	<b>\$10,080</b>	<b>N/A</b>	

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<b>AMENDMENT NO. 4 SCOPES OF WORK</b>	<b>FISCAL YEAR EXPENDITURES</b>		
	<b>FY22/23</b>	<b>FY23/24</b>	
After-hours (24/7) support and site build/maintenance of www.ruhealth.org, 12-months (March 1, 2022 – February 28, 2023)	<b>\$36,000</b>	<b>N/A</b>	
API-Pass Through (FY22/23 & FY23/24)	<b>\$15,000</b>	<b>\$15,000</b>	
<b>TOTAL</b>	<b>\$61,080</b>	<b>\$15,000</b>	<b>\$76,080</b>
<b>Contingency</b>	<b>\$149,875</b>		

**Contract History and Price Reasonableness**

The Central Purchasing department, on behalf of RCIT, issued a Request for Proposal (RFP) #ITARC-474 on August 27, 2018, soliciting proposals for countywide Web Content Management Solution services. The County Evaluation Committee reviewed all proposals and determined 360Civic to be the lowest, responsive bidder.

On May 7, 2019, Agenda Item #3.19, the Board approved a Professional Services Agreement, requested by the Riverside County Information Technology (RCIT) department, with 360 BC Group dba 360Civic for five years with a maximum contract amount of \$251,488.

On March 10, 2020, Agenda Item #15.1, the Board approved Amendment No. 1 to the Professional Services Agreement with 360 BC Group dba 360Civic to add Website Design, Development & Implementation for Riverside University Health Systems (RUHS) Departments: Marketing & Communication, FQHC Clinics, Public Health and Behavioral Health in the amount of \$174,730.

On January 13, 2021, Amendment No. 2 was executed under Purchasing Agent authority in the amount of \$11,000, to add scopes of work to create a Covid-19 Emergency webpage to inform community about Covid-19 Testing and integration services with EPIC EMR. This amendment was processed using the unexpended, board contingency previously authorized from Amendment No. 1.

On July 27, 2021, Agenda Item #15.1, the Board approved Amendment No. 3 to the Professional Services Agreement with 360 BC Group dba 360Civic to add new scope of work that exceeded prior board approval, request contingency in the amount of \$78,513, and ratify services initiated as a result of the COVID-19 pandemic and authorized on the Emergency Procurement Order dated March 26, 2020.



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This Amendment No. 4 will allow RUHS to continue to receive website hosting, site maintenance, and API-Pass through services which will help provide an enhanced user experience to the public and allow RUHS to support requests from Public Health and Behavioral Health. This supports the Medical Center's commitment to improved patient care and community outreach.

Board approval of this Amendment is required as it exceeds prior board approval amounts and exceeds the authority delegated to the purchasing agent to sign amendments to the compensation provisions.

**ATTACHMENTS:**

ATTACHMENT A - AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT,  
EXHIBIT B-4, PAYMENT PROVISIONS

ATTACHMENT B – SSJ #23-045 MCARC 360 CIVIC

  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

9/8/2022

  
Jacqueline Ruiz, Sr. Management Analyst

9/14/2022

  
Gregg Gu, Chief Deputy County Counsel

9/26/2022

COUNTY OF RIVERSIDE  
AMENDMENT NO. 4 TO THE AGREEMENT  
WITH

360CIVIC, formerly 360 BC GROUP, INC. dba 360CIVIC

Original Contract Term:	May 7, 2019 through April 29, 2024
Contract Term Extended To:	Not Applicable
Effective Date of Amendment:	March 29, 2022
Original Annual Maximum Contract Amount:	\$251,488
Previously Amended Amount:	\$339,443
Amended Annual Maximum Contract Amount:	\$816,886
Contract ID:	ITARC-20854-001-04/24, MCARC-20854-001-04/24

This Amendment No. 4 to the Professional Services Agreement for Web Content Management Solution is entered into by and between County of Riverside (COUNTY) and 360Civic, a California corporation, formerly 360 BC Group, Inc. dba 360CIVIC (CONTRACTOR). COUNTY and CONTRACTOR may be referred to collectively as the "Parties" and or individually as a "Party."

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Services Agreement for Web Content Management Solution, effective May 7, 2019 (the "Agreement"), collectively ("the Parties") as a result of RFP #ITARC-474, issued by Riverside County Information Technology (RCIT) Department; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement to add Riverside University Health System (RUHS) as a participating department for 360's Web Content Management Solution services and add Website Design, Development & Implementation for RUHS Departments: Marketing & Communication, FQHC Clinics, Public Health and Behavioral Health; and

WHEREAS, the worldwide pandemic of Covid-19 disease, also known as "novel coronavirus" has infected millions of individuals globally and in Riverside County, creating an immediate need for more healthcare information services through digital media; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 2 to the Agreement to design, develop, and implement a Covid-19 emergency webpage used to inform the community about Covid Testing and integrate with EPIC EMR. Amendment No. 2 also added funding for Google Maps application programming interface (API) pass through Fees; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 3 to the Agreement to build new pages for the RUHS Covid-19 related advertising campaign, remove medical center/clinic content from existing platform, replace the Public Health WIC site, and build new page for HeRCARe (HeR) OB telehealth EPIC expansion initiative service line.

WHEREAS, the Parties now desire to amend the Agreement to add Exhibit B-4 Payment Provisions regarding pricing for website hosting, after-hours (24/7) support and site maintenance, and Google maps API pass through.

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

COUNTY OF RIVERSIDE  
AMENDMENT NO. 4 TO THE AGREEMENT  
WITH

360CIVIC, formerly 360 BC GROUP, INC. dba 360CIVIC

of which is hereby acknowledged, the Parties agree to Amend the Agreement as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Exhibit B-4 (Payment Provisions) is hereby added to the Agreement for pricing for website hosting, after-hours (24/7) support and site maintenance, and Google maps API pass through, attached and incorporated by this reference.
3. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
4. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect.
5. Electronic Signature. This Amendment No. 4 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 of 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 signatures of the parties included in this Agreement 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.

[Signature page follows]

COUNTY OF RIVERSIDE  
AMENDMENT NO. 4 TO THE AGREEMENT  
WITH

360CIVIC, formerly 360 BC GROUP, INC. dba 360CIVIC

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 4.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California,  
on behalf of Riverside University Health System

By: Jeff Hewitt  
Jeff Hewitt, Chair  
Board of Supervisors  
Dated: 10/4/22

360CIVIC, a California corporation

By: Ron Zayas  
Ron Zayas  
CEO  
Dated: May 23, 2022

ATTEST:

Kecia Harper  
Clerk of the Board

By: Barbara Smith  
Deputy

APPROVED AS TO FORM:  
County Counsel

By: Esen Sainz  
Esen Sainz  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 4 TO THE AGREEMENT  
WITH  
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**EXHIBIT B-4**  
**Payment Provisions**

**1.0 Cost**

Hosting - 12 months @ \$840/month (March 1, 2022 – February 28, 2023)	<b>\$10,080.00</b>
After-hours (24/7) support and site build/maintenance of www.ruhealth.org, 12-months (FY22/23)	<b>\$36,000.00</b>
API-Pass Through (FY22/23 & FY23/24)	<b>\$30,000.00 (FY22/23 - \$15,000 &amp; FY23/24 - \$15,000)</b>
Contingency	<b>\$149,874.50</b>
<b>TOTAL</b>	<b>\$225,954.50</b>