



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



**ITEM: 15.4**  
(ID # 23136)

**MEETING DATE:**

Tuesday, October 17, 2023

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and approve the Second Amendment to the Master Services Agreement with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids effective September 1, 2023 through December 31, 2025, All Districts. [Total Amendment Cost \$97,331; Total Contract Cost: \$362,771; Up to \$36,277 in additional compensation, 100% Hospital Enterprise Fund – 40050]

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

1. Ratify and Approve the Second Amendment to the Master Services Agreement with HealthStream, Inc. for Healthcare Compliance and HIPAA Web Based Training Without Seeking Competitive Bids effective September 1, 2023 through December 31, 2025 and increase the total contract amount by \$97,331 from \$265,440 to \$362,771 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 and based on the availability of funding and as approved as to form 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 the sum total of ten percent (10%) of the total aggregate cost of the agreement.

**ACTION:Policy**

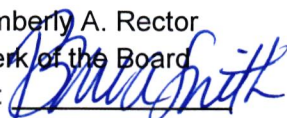
  
Jennifer Cruikshank, Chief Executive Officer – Health System 9/29/2023

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Perez, 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 Gutierrez  
**Nays:** None  
**Absent:** None  
**Date:** October 17, 2023  
**xc:** RUHS-Medical Center

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH  
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
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>	\$ 34,404	\$ 41,285	\$ 97,331	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 –25/26	

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

**BACKGROUND:**

**Summary**

This Board action requests approval of the second amendment to the agreement with HealthStream without seeking competitive bids in an increased amount of \$97,331 for web based training in support of the Riverside University Health System (RUHS) Corporate Compliance Department. Given the increased staffing, including Public Health staff, the maximum number of profiles need to be increased for the remainder of the agreement to allow RUHS to continue to receive access to mandated training for RUHS staff.

The HealthStream system is specifically tailored for healthcare compliance across the care continuum to comply with mandated government regulations and accreditation requirements. In addition, this service meets the Clinically Integrated Network contract with Loma Linda University (LLU), which allows our shared providers that transition between both RUHS and Loma Linda University who are also required to undergo Annual HIPAA education. The joint decision to have the education materials match allows for RUHS and LLU to mutually accept certifications for regulatory mandates.

Corporate Compliance is mandated to address the following areas annually and utilizes the HealthStream content and software to meet: HIPAA, Corporate Compliance, Professional Compliance, EMTALA, Contracts and Arrangements, False Claims Act, Behavioral Health Compliance, Billing and Auditing, Stark Law, Anti Kickback, and Workforce Compliance. Failure to comply with regulations from the Federal government and accrediting bodies can result in improper patient care, financial fines, loss of accreditation and potential litigation.

**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**

Funds for this contract have been allocated in the FY23/24 budget. Budget adjustments are not necessary. No additional County funds are required.

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

**Contract History and Price Reasonableness**

On July 27, 2021, Agenda Item No. 3.1, the Board of Supervisors approved a 5-year agreement with HealthStream for Healthcare Compliance and HIPPA Web Based Training without seeking competitive bids in an annual amount of \$53,088.

On September 7, 2022, the Purchasing Agent executed Amendment No. 1 to add professional services under Order Form No. ORD-0751211 and increase the maximum compensation by \$1,000.

This second amendment will increase the maximum contract amount by \$97,331 from \$265,440 to \$362,771 to add more profiles/users for the web-based training provided by Healthstream to meet requirements with CMS, HHS, and the OIG.

This Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority for a purchase of a service costing more than \$50,000 made without securing competitive bids.

**ATTACHMENTS:**

- ATTACHMENT A: HealthStream - Amendment No. 2
- ATTACHMENT B: SSJ 22-019a Healthstream

  
\_\_\_\_\_  
Meghan Hahn, Deputy Director of Procurement 10/2/2023

  
\_\_\_\_\_  
Jacqueline Ruiz, Sr. Management Analyst 10/11/2023

  
\_\_\_\_\_  
Gregg Gu, Chief Deputy County Counsel 10/3/2023



**SECOND AMENDMENT TO THE  
MASTER SERVICE AGREEMENT FOR  
HEALTHCARE COMPLIANCE AND HIPAA WEB BASED TRAINING**

This Second Amendment (herein referred to as "Second Amendment") to the Master Service Agreement (the "Agreement") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as "CUSTOMER"), on behalf of Riverside University Health System – Medical Center (herein referred to as "RUHS-MC"), and HEALTHSTREAM, INC., a Tennessee corporation, (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

**WHEREAS**, CUSTOMER and CONTRACTOR entered into that certain Agreement for Healthcare Compliance and HIPAA Web Based Training, approved July 27, 2021, Agenda Item #15.3 and effective January 1, 2021, whereby Contractor agreed to provide COUNTY with Healthcare Compliance and HIPAA Web Based Training as set forth under Order Form No. ORD-0724485 (the "Order Form"); and,

**WHEREAS**, CUSTOMER and CONTRACTOR have entered into that certain First Amendment to the Agreement, effective August 17, 2022, to add Professional Services as set forth under Order Form No. ORD-0751211, and increase the maximum annual compensation amount; and

**WHEREAS**, the Parties now desire to modify the agreement to add Order Form No. ORD-0776241 (annexed hereto as Exhibit B), and increase the maximum annual compensation amount;

**NOW THEREFORE**, the Parties agree as follows:

1. Exhibit B shall be incorporated herein and governed by the terms of the Agreement;

2. **Fees & Payment.** The second sentence of subsection 4.4 of Section 4 "Maximum Reimbursable Amount" is hereby deleted in its entirety and replaced with the following:

"Maximum payments by CUSTOMER to CONTRACTOR shall not exceed three hundred sixty-two thousand seven hundred seventy dollars and fifty cents (\$362,770.50) including all expenses (exclusive of Overages (as defined below))."

3. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

4. **Electronic (Digital) 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 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.

- 5. Effective Date.** This Second Amendment to the Agreement shall become effective September 1, 2023.

**[Signature page follows]**

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

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

HEALTHSTREAM, INC., a Tennessee corporation

By: 

By: Deborah B. Shapiro

Name: Kevin Jeffries

Name: Deborah B. Shapiro

Title: Chair, Board of Supervisors

Title: Senior Counsel

Date: 10/17/23

Date: Sep 11, 2023

**ATTEST:**

**Kimberly A. Rector**  
Clerk of the Board

By:   
**Deputy**

**APPROVED AS TO FORM:**

**Minh C. Tran**  
County Counsel

By: Gregg Gu

Name: Gregg Gu

Title: Chief Deputy County Counsel

Date: Sep 11, 2023

# Order Form

HealthStream®

**Submitted Date** September 6, 2023**Order Number** ORD-0776241**P.O. Number****Tax Exempt?** No

**Customer Information** **Name** Riverside University Health System  
**Address** 26520 Cactus Ave  
 Moreno Valley, CA 92555-3927

**Primary Contact** **Name** Lekisha Reese  
**Email** l.reese@ruhealth.org  
**Phone** (951) 486-5065

**Billing Contact** **Name** Lekisha Reese  
**Email** l.reese@ruhealth.org  
**Phone** (951) 486-5065

**HealthStream Information** **Name** HealthStream, Inc.  
**Address** 500 11th Avenue North  
 Suite 1000  
 Nashville, TN 37203

**HealthStream Contact** **Name** Amanda Welle  
**Email** amanda.welle@healthstream.com  
**Phone** 2242031479

**ORDER DETAILS – The pricing set forth in this Order Form, including any applicable discounts, shall expire if this Order Form is not signed and returned to HealthStream on or before 5:00PM Central Time on November 7, 2023.**

**Billing Frequency: Annually. Term to commence September 1, 2023**

Product	Quantity	Unit Price	Term (Months)	Total
HealthStream ComplyQ	1800	\$10.81	28	\$45,402.00
HealthStream ComplyQ	750	\$10.81	28	\$18,917.50
hStream	1800	\$5.38	28	\$22,596.00
hStream	750	\$5.38	28	\$9,415.00
<b>Subtotal:</b>				<b>\$96,330.50</b>



# Order Form

## Billing Frequency: UpFront

Product	Quantity	Unit Price	Term (Months)	Total
hStream Administrator Training Webinar	2	\$0.00	1	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>

**Grand Total: \$96,330.50**

Unless set forth in the Order Details above, the Term and invoicing under this Order Form of each Product commences on the earlier of Activation (as defined herein) or the six (6) month anniversary of the later of the signatures below. "Activation" shall mean that a Product is first made available by HealthStream for use by Customer or its Users. For existing HealthStream platform customers, invoicing will begin during the next billing cycle after the later of the two signatures below, unless this is a renewal of an existing subscription. If this is a renewal of an existing subscription, the Term and invoicing will begin following the expiration of the then current term.

### Product Specific Terms

#### HealthStream ComplyQ

HealthStream ComplyQ provides data-driven actionable insights to identify risk areas and address critical compliance outcomes. Optional assessments identify compliance gaps and areas of risk at the individual level and automatically assign compliance content based on assessment performance.

Compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. This courseware is intended to provide a foundation for compliance training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

#### hStream

hStream is the essential technology that enables:

- Access to and among ecosystem applications, content, and services
- Identity and permission management
- Data storage and back-up
- Security protection

A subscription to hStream is required for each User accessing any application on the HealthStream Platform and provides Membership benefits, such as:

- New functionality within existing applications
- Pricing discounts
- Free and optional access to certain hStream enabled tools, applications, and content
- Facilitation of certain content delivery
- Access to selected free content, such as certain continuing education courses and the medical product training library

This Order Form, including all attachments and exhibits hereto, and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc., as amended.



# Order Form

This Order Form is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of this Order Form and the provisions for renewal and termination set forth in the Agreement. Third party courseware runs for the full term set forth herein and is not subject to any renewal provisions set forth in the Agreement. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party hereto warrants and represents that this Order Form has been duly authorized by all necessary corporate action and that this Order Form has been duly executed by and constitutes a valid and binding agreement of that party.

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

**HealthStream, Inc.**

By: 

By: Deborah B. Shapiro

Print Name: Kevin Jeffries

Print Name: Deborah B. Shapiro

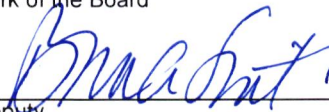
Print Title: Chair, Board of Supervisors

Print Title: Senior Counsel

Date: 10/17/23

Date: Sep 11, 2023

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Gregg Gu

Name: Gregg Gu

Title: Chief Deputy County Counsel

Date: Sep 11, 2023



Date: June 22, 2021  
 From: Jennifer Cruikshank, CEO  
 To: Board of Supervisors/Purchasing Agent  
 Via: Lekisha Reese  
 Subject: Sole or Single Source Procurement; Request for Web Based Training

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** HealthStream
2. **Vendor ID:** 88902
3.  **Single Source**       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)  
 **Yes**       **No** ✓  
 SSJ# \_\_\_\_\_
- 4a. **Was the request approved for a different project?**  
 **Yes**       **No** ✓
5. **Supply/Service being requested:**  
 Mandated Healthcare compliance training to comply with government regulations and accrediting body requirements.
6. **Unique features of the supply/service being requested from this supplier.**  
 Billing and Corporate Compliance, HIPAA, Privacy and Security, Research Compliance and Workplace compliance – Specialized training to include essential courses for meeting CMS, HHS, and OIG requirements.
7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** HealthStream is specifically tailored for healthcare compliance across the care continuum to comply with mandated government regulations

and accreditation requirements. In addition, this service meets the Clinically Integrated Network contract with LLU, which allows our shared providers that transition between both RUHS and Loma Linda University who are also required to undergo Annual HIPAA education. The joint decision to have the education materials match and in turn allow RUHS and LLU to mutually accept certifications for regulatory mandates.

8. **Period of Performance:** Five (5) years From: 1/1/21 to 12/31/25

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

RECOMMEND 5YR FIXED TERM. WHY RENEW ANNUALLY?

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.)**

Description:	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Total
Costs:						
Annual	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$265,440
<b>Total Costs</b>	\$53,088	\$53,088	\$53,088	\$53,088	\$53,088	\$265,440

**10. Price Reasonableness:**

This program has been tailored by RUHS to meet the needs for all staff and administrators as required by law. In January 2020 RUHS conducted a RFI and received three timely submittals. The Compliance Department compared quantity and frequency of classes, type, company capability and the integration of varying training plans and opted to retain HealthStream considering the cost and indirect labor of implementing a new system during reoccurring COVID19 surges.

The software and support by HealthStream provides the best practice curriculum, education and training to meet requirements with CMS, HHS, and the OIG.

RUHS will be increasing user quantities by 1700 (40%), but per user cost will drop 33% with larger volume resulting in only a \$13,000 per year increase. This agreement will fix the user rates for the next five years and allow continued certificate sharing with LLU.



11. Projected Board of Supervisor Date (if applicable): 7/20/21  
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Jennifer Cruikshank Jennifer Cruikshank Jun 23, 2021  
Department Head Signature Print Name Date  
(or designee)

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

Approve Approve with Condition/s Disapprove

Condition/s:

• Requires BOS Approval and PSA approved to  
Form By County Counsel  
• Recommend 5yr FIXED term.

Not to exceed:

One-time \$ \_\_\_\_\_  
 Annual Amount \$ 53088 / per fiscal year through 6/30/25 (date)  
(If Annual Amount Varies each FY)  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

Suzanna Hinckley 7/2/21 22-019  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

**SSJ# 22-019 Amendment Request**

**Request to amend SSJ# 22-019: HealthStream approved on 07/2/2021**

**Justification for Amended SSJ:**

This request for approval is for the second amendment to the agreement with HealthStream without seeking competitive bids in an increased amount of \$97,331 for web based training in support of the Riverside University Health System (RUHS) Corporate Compliance Department.

Corporate Compliance is mandated to address the following areas annually and utilizes the HealthStream content and software to meet: HIPAA, Corporate Compliance, Professional Compliance, EMTALA, Contracts and Arrangements, False Claims Act, Behavioral Health Compliance, Billing and Auditing, Stark Law, Anti Kickback, and Workforce Compliance. Failure to comply with regulations from the Federal government and accrediting bodies can result in improper patient care, financial fines, loss of accreditation and potential litigation.

Given the increased staffing, including Public Health staff, the maximum number of profiles need to be increased for the remainder of the agreement to allow RUHS to continue to receive access to mandated training for RUHS staff.

<b>FISCAL YEAR</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025:</b>	<b>2025-2026:</b>	<b>Total Cost:</b>
<b>COST</b>	\$1,000 (contingency monies used last FY for this one time service)	\$34,404	\$41,285	\$20,642	<b>\$97,331</b>
	<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050				<b>For Fiscal Year:</b> FY23/24 – FY25/26



Jennifer Cruikshank

Sep 18, 2023

Department Head Signature  
(or designee)

Print Name

Date

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**SSJ# 22-019 Amendment Request**

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

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Purchasing Department Comments:

**Approve**

**Approve with Condition/s**

**Disapprove**

Condition/s:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Not to exceed:**

**One-time** \$ \_\_\_\_\_

**Annual Amount** \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

*(If Annual Amount Varies each FY)*

FY 23/24 : \$ 87,491.75

FY 24/25 : \$ 94,372.50

FY 25/26 : \$ 47,186.25

*Meghan Hahn*

9/22/23

22-019a

**Purchasing Agent**

**Date**

**Approval Number**  
(Reference on Purchasing Documents)